

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page</b> 1 <b>of</b> 73
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAE07-02-R-T132		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM AMSTA-LC-CJBB WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL			<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 Signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** \_\_\_\_\_ **until** 04:00pm **(hour) local time** 2002NOV19 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> DONALD ALEXANDER <b>E-mail address:</b> ALEXANDD@TACOM.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (586) 574-5013
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**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>			<b>17. Signature</b>
<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b> <b>Code</b>		<b>25. Payment Will Be Made By</b> <b>Code</b>	
<b>SCD</b> <b>PAS</b> <b>ADP PT</b>		<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>28. Award Date</b>	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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SECTION A - SUPPLEMENTAL INFORMATION

A.1 General: The following information provides an overview of the U.S. Army's plan to acquire a Type I (Heavy) High Mobility Engineer Excavator (HMEE). The HMEE is a vehicle intended to fulfill the Army's critical need for a highly mobile, self-deployable excavator system capable of providing mobility, survivability and countermobility support and keeping up with the maneuver force. The HMEEs shall conform to Type I (Heavy) specification of Purchase Description (PD) 2301 Dated 23 Sep 2002 (See Attachment 001) that was developed from the requirements outlined in the Operational Requirements Document (ORD) for the HMEE, dated 15 Aug 00, approved by TRADOC, 23 Oct 00 (CARD #06014).

A.1.1 Administration: The solicitation, DAAE07-02-R-T132, its clauses, exhibits and attachments are posted on US Army TACOM-Warren Procurement Network (PROCNET) open and on-the-street-solicitations at the following web-site:

<http://contracting.tacom.army.mil/sol.htm>

The Government will regularly post all answers to any industry-generated questions, on the HMEE web-site <http://contracting.tacom.army.mil/majorsys/hmee/hmee.htm>. Offerors are responsible to periodically review and monitor the HMEE home page and PROCNET to ensure they have the most current information. If you have any questions regarding web access, direct them to the TACOM Electronic Contracting Help Desk at email: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

A.2 Acquisition Strategy

A.2.1 Acquisition Approach: The acquisition approach is in two phases: Phase 1 - System Demonstration (SD); and Phase 2 - Production. The Government's Production estimate goal is to buy the HMEE system for a target average production unit price of \$160,000 per HMEE using a five (5) year, firm fixed price requirements contract, with two (2) option years.

A.2.1.1 This request for proposal (RFP) covers only the Phase 1 System Demonstration (SD) portion of the program. The Government will use formal source-selection procedures. Offerors may submit more than one proposal, but each offer must be a complete, stand-alone proposal covering all solicitation requirements. The Government reserves the right to award this contract without conducting discussions. Offerors' initial proposals must be comprehensive, fully responsive to the information requested in the solicitation, and reflect the offerors' best prices.

A.2.2 Based on the evaluation criteria set forth in Section M of this RFP, the Government intends to award up to three Phase 1 (SD) contracts to responsible offerors. The Government intends to obtain a Justification and Approval (J&A) to limit competition for Phase 2 (Production) to only those contractors awarded Phase 1 (SD) contracts.

A.2.3 Lease: It is our intent to award up to three (3) firm fixed price contracts for the lease of production representative vehicles. The Phase 1 (SD) contract cost will include the lease of three HMEE production representative vehicles, specified attachments, contractor support of testing, on-site technical personnel and parts to support testing, test player training, a military operator's technical manual (as specified herein), data.

A.2.4 Affordability: Offerors should keep in mind that affordability is a major concern to the Government. The approach to this acquisition is based on, and limited by, appropriated and planned budgets for the HMEE program. The Government's approximate total funding for award of the HMEE Phase 1 (SD) contracts is \$6.8M. Given the Phase 1 (SD) basis for award, which states that the Government may award up to three (3) HMEE Phase 1 (SD) contracts, this \$6.8M may be shared by up to three contractors who are awarded Phase 1 (SD) contracts. It is the intent of the Government, going into the Phase 2 (Production) of the program, to foster competition by awarding multiple (up to three) Phase 1 (SD) contracts. However, circumstances may alter this intent where the evaluation findings support an alternate conclusion. Some possible scenarios are (but not limited to):

A.2.4.1 Sufficient funding is available for only one award.

A.2.4.2 The superiority of one proposal, to include an advantageous technical approach, obviates the benefits of multiple awards.

A.2.4.3 Multiple awards, to two affordable proposals other than the most advantageous proposal(s), provide a better value for achieving overall program objectives.

A.2.5 Delivery of Vehicles: Each offeror that is awarded a contract will deliver three (3) Type I (Heavy) (as defined in Section C Paragraph C.2.1) HMEE production representative vehicles to Aberdeen Test Center, Maryland, for a Production Proveout Test (PPT) beginning approximately twelve months after contract award. The Government will test and demonstrate the vehicles for up to seven to thirteen months. Phase 1 (SD) testing will assess the system's critical capabilities, operation effectiveness and suitability and provide data to support the Phase 2 (Production) source selection.

A.2.6 Phase 2 is the production effort. We intend to limit competition to only the contractor(s) that were awarded Phase 1 (SD) contract(s). The Government will release the Phase 2 (Production) RFPs after a favorable Milestone C/Type Classification Generic decision by the Milestone Decision Authority (PEO CS&CSS). A determination will be made between the contractors using Phase 2 (Production) evaluation criteria and the results of the Phase 1 (SD) tests. The funding may vary to allow the production of up to the

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full Authorized Acquisition Objective (AAO) of 1546 HMEEs. In Phase 2 (Production) proposals, contractors will be limited to offering the HMEE which was tested during Phase I (SD). The only changes that will be allowed in Phase 2 (Production) proposals will be corrective actions and changes mandated by Federal Regulations or to meet PD requirements and desired capabilities which were not met or were not required to be demonstrated by the Phase I (SD) vehicle.

A.3 Evaluation/Selection

The source selection process shall include a formal SSEB, established by the Government, which will evaluate all proposals submitted for the Phase 1 (SD) effort. The SSEB will present their findings to a Source Selection Authority (SSA) for final decision. Following an in-depth review of the information and data presented, the SSA will select awardee(s) in accordance with Section M.1.

Carefully review cost, schedule and performance requirements of this solicitation. Particular attention is drawn to Section L, which instructs the offeror how to present its proposal, and Section M, which sets forth the award criteria in its relative order of importance and the basis for contractor selection.

A.3.1 Phase 1 (SD) Evaluation Criteria

Phase 1 (SD) evaluation criteria consists of four areas (in order of importance):

- Technical Area
- Logistics Area
- Price Area
- Past Performance and Small Business Participation Area

A.3.2 Phase 2 (Production) Evaluation Criteria (Proposed)

The proposed Phase 2 (Production) evaluation criteria will consist of four areas (in proposed order of importance):

- Logistics Area
- Technical Area
- Price Area
- Past Performance and Small Business Participation Area

(Please note that the above Phase 2 (Production) evaluation criteria, and their order of importance are subject to change up until the publication of the Phase 2 (Production) RFP.) A SSEB will use test results and performance data from Phase 1 (SD) contract in the evaluation of the Phase 2 (Production) proposals. The Phase 2 (Production) evaluation criteria may also include an assessment of Operation and Sustainment costs as established during Phase 1 (SD) testing. Based on the Phase 1 (SD) tests, this may include costs of petroleum, oil and lubricants, an assessment of the maintainability of the machine, an assessment of system reliability, and an assessment of the cost of repair parts.

A.4 UNUSUAL OR KEY FEATURES

A.4.1 Hand Carried Proposals - Including offers delivered by express services. Proposals will not be accepted at the TACOM Bid Lobby. All proposals must be delivered in accordance with Section L.14.1.

A.4.2 Cost/Schedule: Funding and the amount of time the Government has to field these vehicles are two major constraints. Therefore, the acquisition schedule is extremely challenging. The Phase 1 (SD) contractor(s) must deliver three production representative vehicles no later than 12 months after the date of contract award. Contractor performance in meeting the required delivery schedules in the Phase 1 (SD) contract will be assessed in the Phase 2 (Production) source selection under past performance criteria.

A.4.2.1 Cost as an Independent Variable (CAIV): The current funding (FY05-FY11) will allow us to buy approximately 750 vehicles at a target production price of \$ 160,000 per HMEE. We have included a CAIV in Section C.8. The intent of the CAIV report is to monitor the estimated HMEE production prices in terms of the target unit price. In the evaluation of the Phase 1 (SD) proposals and during performance under the Phase 1 (SD) contract, the Government will assess the risk of the offeror to meet the target production price. The Government will monitor this through the CAIV report.

A.4.2.2 Performance Based Payments: The Government invites the offerors to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offerors in the evaluation of the offerors' proposals. The contracting officer will incorporate the financing terms of the successful offerors and the FAR clause, Performance Based Payments, at FAR 52.232-32, in any resulting contract. Any offeror proposing performance based financing should read FAR Part 32.10 for complete detail on this type of financing. See clause I-95 for the Government's evaluation criteria of your proposed financing terms.

A.4.3 Technical

A.4.3.1 Desired Capabilities: In addition to the minimum requirements, the PD also describes the desired capabilities of the HMEE. While offerors MUST propose to meet all requirements of the PD, offerors MAY propose to supply the desired capabilities identified in

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the PD. The desired capabilities listed in Section M.8.2 of this solicitation are the only desired capabilities that will be considered in the Phase 1 (SD) source selection. Those desired capabilities not evaluated in the Phase 1 (SD) source selection may be evaluated in the Phase 2 (Production) source selection. If, in the Phase 1 (SD) proposal, an offeror proposes any desired capabilities beyond the required performance level, those proposed capabilities will be incorporated into the contract to the extent offerors are given evaluation credit. A requirements priority list (both required and desired capabilities) is at Attachment 002 (User Prioritized Requirement List).

A.4.3.2 Survivability: The specific Phase 1 (SD) ballistic survivability and Electromagnetic Environmental Effects (E3) requirements as outlined in PD paragraph 3.6.3 and 3.6.3.1 will be negotiated with the Phase 1 (SD) contract awardee(s) after the Phase 1 (SD) contract(s) are awarded.

A.4.4 Logistics

A.4.4.1 Contractor Support of Phase 1 (SD) Testing: It is up to each offeror to determine how to support the vehicles during Phase 1 (SD) testing. Section C.6.6.2 specifies a maximum 24-hour reaction time. It is the offeror's determination where to station its technical personnel. All contractors will remain outside the ATC fence until called forward by the test director and escorted at all times inside the test center. No contractor is allowed to observe testing. Cameras, video recorders and tape recorders are not allowed. Storage for the test support package (includes tools, parts, etc.) will be located in a contractor-furnished transportable container located near the test site.

A.4.4.2 Publications: The strategy for Phase 1 (SD) is to procure only a draft DATM for the operator manual. The Government's overall program strategy is to procure complete Department of the Army Technical Manuals (DATMs) (including a certain level of Interactive Electronic Technical Manuals (IETMs)) during the HMEE Phase 2 (Production) contract, to support fielding of the HMEE. Those manuals are expected to be as follows:

- TM 5-2420-XXX-10 Operator's Manual
- TM 5-2420-XXX-24 Unit, Direct Support and General Support Maintenance Manual (This manual could be split into a 20 and 34, depending on volume of data)
- TM 5-2420-XXX-24P Unit, Direct Support and General Support Maintenance RPSTL

The IETMs will enhance the onboard diagnostics and prognostics capabilities for the system.

A.4.4.3 EDI/DVD: The contractor who is awarded the Phase 2 (Production) contract will be required to enter into a separate parts support corporate contract via Electronic Data Interchange (EDI)/Direct Vendor Delivery (DVD) with the Defense Supply Center Columbus (DSCC) of the Defense Logistics Agency (DLA) for the expected life of the vehicle (at least 15 years). The initial contract will be a five-year contract for a ready means of acquisition of replacement parts and components in support of the HMEE. It will include a two (2) five-year option IQC contract (15 years total) with prices negotiated annually.

A.4.5 Price: For the Phase 1 (SD) proposal evaluation, the Government will evaluate both the Phase 2 (Production) estimate for the per vehicle production price and the Phase 1 (SD) vehicle lease price.

A.5 Acquisition Schedule: The anticipated acquisition schedule is posted on the HMEE web page URL: <http://contracting.tacom.army.mil/majorsys/hmee/hmee.htm>. Offerors are encouraged to review the anticipated acquisition schedule.

A.6 ACCESS to TACOM, Selfridge ANGB (SANGB) and Aberdeen Test Center (ATC): The US Government has very strict requirements for gaining admittance to TACOM, SANGB and ATC. We intend to hold several meetings at TACOM and/or SANGB: possibly discussions during the proposal evaluation phase and debriefings. You must be a U.S. citizen or have an approved Foreign Visit Request to enter TACOM and SANGB. We suggest that any non-U.S. Citizen, who intends to attend any meeting, contact their respective embassy to obtain Foreign Visit Request approval. A blanket Foreign Visit Request approval will allow entry to TACOM as required for a specified time. We understand that it can take several weeks or months to obtain approval. We have no method of waiving the requirement for an approved Foreign Visit Request to enter TACOM. (The requirement at SANGB varies. Please check with Mr. Don Alexander (alexandd@tacom.army.mil) for the current security requirement at SANGB.) The security level of all meetings is unclassified. Each Visit Request should clearly identify a telephone number and person who will act as point of contact for your company. To facilitate approval of a Foreign Visit Request, please notify Mr. Don Alexander (alexandd@tacom.army.mil) that a Foreign Visit Request has been requested and provide a list of names and the point of contact for your company. Information on access to ATC is found on the ATC home page <http://www.atc.army.mil/visitor/security.shtml>. The POC for information about foreign national access to ATC is Bobbi Kulis, at the ATC Security Office, at 410-278-8527.

\*\*\* END OF NARRATIVE A 001 \*\*\*

	<u>Regulatory Cite</u> _____ <u>Title</u> _____	<u>Date</u> _____
A-1	52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING (TACOM)	MAR/2001

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(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>HMEE PRODUCTION REPRESENTATIVE VEHICLE</u>				
	SECURITY CLASS: Unclassified				
	High Mobility Engineer Excavator (HMEE) vehicles in accordance with Section C Paragraph C.2.1, Purchase Description (PD) 2301 dated 23 September 2002, Section J Attachment 001 and Clause H.18 "Government Lease of Contractor Owned High Mobility Engineer Excavator".				
	NSN: Will not be assigned				
	Inspection and Acceptance: Destination				
	FOB POINT: Destination				
	Quantity Variance: None				
	F.E.T. is not Applicable				
	Registration Numbers will not be Provided				
	Enter the unit and total amount to purchase		3	\$ _____	\$ _____
	Enter the monthly and total rent for HMEE vehicles for the initial Seven months.		3	\$ _____	\$ _____
	Enter the monthly rent for HMEE vehicles for the Eighth month (option).		3	\$ _____	\$ _____
	Enter the monthly rent for HMEE vehicles for the Ninth month (option).		3	\$ _____	\$ _____
	Enter the monthly rent for HMEE vehicles for the Tenth month (option).		3	\$ _____	\$ _____
	Enter the monthly rent for HMEE vehicles for the Eleventh month (option).		3	\$ _____	\$ _____
	Enter the monthly rent for HMEE vehicles for the Twelveth month (option).		3	\$ _____	\$ _____
	Enter the monthly rent for HMEE vehicles for the Thirteenth month (option).		3	\$ _____	\$ _____
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	ASTM-D-3951 (D)				
	Ship to: U.S. Army Aberdeen Attn: Aberdeen Test Center (ATC) Aberdeen Proving Ground (APG) Transportation Office Bldg 507 Aberdeen Proving Ground, Md 21005-5059				
	(End of narrative F001)				







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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>TOOL ATTACHMENTS</u></p> <p>SECURITY CLASS: Unclassified High Mobility Engineer Excavator (HMEE) vehicles Tool Attachment in accordance with Section C paragraph C.3, Purchase Description (PD) 2301 dated 23 September 2002, Section J Attachment 001 and Clause H.18 "Government Lease of Contractor Owned High Mobility Engineer Excavator" (Tool Attachment).</p> <p>NSN: Will not be assigned Inspection and Acceptance: Destination FOB POINT: Destination Quantity Variance: None F.E.T. is not Applicable Registration Numbers will not be Provided</p> <p>Enter the unit and total amount to purchase</p> <p>Enter the monthly and total rent for HMEE Tool Attachments for the initial Seven months.</p> <p>Enter the monthly rent for HMEE Tool Attachments for the Eighth month (option).</p> <p>Enter the monthly rent for HMEE Tool Attachments for the Ninth month (option).</p> <p>Enter the monthly rent for HMEE Tool Attachments for the Tenth month (option).</p> <p>Enter the monthly rent for HMEE Tool Attachments for the Eleventh month (option).</p> <p>Enter the monthly rent for HMEE Tool Attachments for the Twelveth month (option).</p> <p>Enter the monthly rent for HMEE Tool Attachments for the Thirteenth month (option).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> ASTM-D-3951 (D)</p> <p>Ship to: U.S. Army Aberdeen Attn: Aberdeen Test Center (ATC) Aberdeen Proving Ground (APG) Transportation Office Bldg 507 Aberdeen Proving Ground, Md 21005-5059</p> <p>(End of narrative F001)</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<u>Supplies or Services and Prices/Costs</u>  <u>DATA REQUIREMENTS</u>  SECURITY CLASS: Unclassified Contract Data Requirements in accordance with Section C Clause C.6.2.1.1 Equipment Publications Manuals and Section J, Exhibit A DD Form 1423 A001 Contract Data Requirements List (CDRL).  The F.O.B. Points, Delivery Schedules and Destinations are set forth in Section F.4.a of this solicitation.  The offeror's should enter a separate price for each ELIN unless "NOT SEPARATELY PRICED" (NSP) is indicated next to the ELIN.				
A001	<u>DATA ITEM</u>  NOUN: CDRL A001 Operators Manual TM 5-2420-XXX-10 Security Class: Unclassified DEPARTMENT OF THE ARMY TECHNICAL MANUAL  FOB POINT: Destination  SHIP TO: See Paragraph F.4.a And CDRL A001  <div>(End of narrative B001)</div>	1	LO		\$ _____
0007	<u>Supplies or Services and Prices/Costs</u>  <u>CONTRACTOR SUPT PRODUCTION PROVEOUT TEST</u>  SECURITY CLASS: Unclassified Contractor training in accordance with Clause C.6.3.1 Training for the Production Proveout Test.  The F.O.B. Points, Delivery Schedules and Destinations are set forth in Section F.4.a of this solicitation.  The offeror's should enter a separate price for each CLIN unless "NOT SEPARATELY PRICED" (NSP) is indicated next to the CLIN.  Production Proveout test training  NOUN: Training Materials, Operator Security Class: Unclassified  FOB POINT: Destination  <div>(End of narrative B001)</div>	1	LO		\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<u>Supplies or Services and Prices/Costs</u>  <u>TRAINING LIMITED USER TEST</u>  SECURITY CLASS: Unclassified Contract Data Requirements in accordance with Clauses C.6.3.2.1 and C.6.3.2.2 Training for the Limited User Test and Section J, Exhibit B, CDRL A002 and Section J, Exhibit C CDRL A003 Contract Data Requirements List (CDRL).  The F.O.B. Points, Delivery Schedules and Destinations are set forth in Section F.4.a of this solicitation.  The offeror's should enter a separate price for each ELIN unless "NOT SEPARATELY PRICED" (NSP) is indicated next to the ELIN.				
A001	<u>DATA ITEM</u>  NOUN: CDRL A002 Training Materials, Operator Security Class: Unclassified  FOB POINT: Destination  SHIP TO: See Paragraph F.4.a And CDRL A002	1	LO		\$ _____
A002	<u>DATA ITEM</u>  NOUN: CDRL A003 Training Materials, Maintenance Security Class: Unclassified  FOB POINT: Destination  SHIP TO: See Paragraph F.4.a And CDRL A003  (End of narrative B001)	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<u>Supplies or Services and Prices/Costs</u>  <u>TRANSPORTABILITY REPORT</u>  SECURITY CLASS: Unclassified Contract Data Requirements in accordance with Clause C.6.4 Transportability Report and DD Form 1423 A006 Exhibit F, Contract Data Requirements List (CDRL).  The F.O.B. Points, Delivery Schedules and Destinations are set forth in Section F.4.a of this solicitation.  The offeror's should enter a separate price for each ELIN unless "NOT SEPARATELY PRICED" (NSP) is indicated next to the ELIN.				
A001	<u>DATA ITEM</u>  NOUN: CDRL A006 Transportability Report Security Class: Unclassified  FOB POINT: Destination  SHIP TO: See Paragraph F.4.a And CDRL A006  (End of narrative B001)	1	LO		\$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	<u>Supplies or Services and Prices/Costs</u>  <u>CONTRACTOR SUPPORT OF GOVERNMENT TESTING</u>  SECURITY CLASS: Unclassified Enter the monthly price for providing support of Government testing in accordance with paragraph C.6.5 Contractor Support of Government Testing, C.6.5.2, C.6.5.3 Contractor Support of Production Proveout Test, and C.6.5.4 Contractor Support of Limited User Test, or "no Charge" in the amount column. If no price is specified, the Contractor agrees to provide support at no cost to the Government.				
0010AA	Production Proveout Test (PPT) Months 1 through 5 (Enter Monthly and Total)		LO	\$ _____	\$ _____
0010AB	Production Proveout Test (PPT) PPT Month 6 (Option)		LO	\$ _____	\$ _____
0010AC	Production Proveout Test (PPT) PPT Month 7 (Option)		LO	\$ _____	\$ _____
0010AD	Production Proveout Test (PPT) PPT Month 8 (Option)		LO	\$ _____	\$ _____
0010AE	Production Proveout Test (PPT) PPT Month 9 (Option)		LO	\$ _____	\$ _____
0010AF	Limited User Test (LUT) Months 1 and 2 (Enter Monthly and Total)		LO	\$ _____	\$ _____
0010AG	Limited User Test (LUT) Month 3 (Option) (Enter Total)		LO	\$ _____	\$ _____
0010AH	Limited User Test (LUT) Month 4 (Option) (Enter Total)		LO	\$ _____	\$ _____
	Place of Performance: U.S. Army Aberdeen Aberdeen Test Center (ATC) Aberdeen Proving Ground (APG) Aberdeen Proving Ground, Md. 21005-5059  (End of narrative B001)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<u>Supplies or Services and Prices/Costs</u>  <u>SUPPORTABILITY DEMONSTRATION</u>  SECURITY CLASS: Unclassified Contract Data Requirements in accordance with Clause C.6.5.4.1.3 Supportability Demonstration Plan and Section J, Exhibit E, DD Form 1423 A005, Contract Data Requirements List (CDRL).  The F.O.B. Points, Delivery Schedules and Destinations are set forth in Section F.4.a of this solicitation.  The offeror's should enter a separate price for each ELIN unless "NOT SEPARATELY PRICED" (NSP) is indicated next to the ELIN.				
A001	<u>DATA ITEM</u>  NOUN: CDRL A005 Supportability Demonstration Plan Security Class: Unclassified Complete Demonstration Plan Per Section C Paragraph 6.5.4.1.3 FOB POINT: Destination  SHIP TO: See Paragraph F.4.a And CDRL A005  <div style="text-align: center;">(End of narrative B001)</div>	1	LO		\$ _____
0012	<u>Supplies or Services and Prices/Costs</u>  <u>SAFETY ASSESSMENT REPORT (SAR)</u>  SECURITY CLASS: Unclassified Contract Data Requirements in accordance with Clause C.7.2 Safety Assessment Report (SAR) and Section J, Exhibit D, DD Form 1423 A004 Contract Data Requirements List (CDRL).  The F.O.B. Points, Delivery Schedules and Destinations are set forth in Section F.4.a of this solicitation.  The offeror's should enter a separate price for each ELIN unless "NOT SEPARATELY PRICED" (NSP) is indicated next to the ELIN.				
A001	<u>DATA ITEM</u>  NOUN: CDRL A004 Safety Assessment Report Security Class: Unclassified  FOB POINT: Destination  SHIP TO: See Paragraph F.4.a And CDRL A004  <div style="text-align: center;">(End of narrative B001)</div>	1	LO		\$ _____

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**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1 Scope: This statement of work describes Government and Contractor responsibilities in support of the HMEE program. The support effort includes providing production representative vehicles for developmental and operational testing, developing technical manuals, training of Government personnel, and providing on-site technical personnel to support the Government's System Demonstration Test.

C.2 HIGH MOBILITY ENGINEER EXCAVATOR (HMEE) PRODUCTION REPRESENTATIVE VEHICLE (CLIN 0001)

C.2.1 Three (3) Type I (Heavy) High Mobility Engineer Excavator (HMEE) production representative vehicles shall be provided in accordance with Section J, Attachment 001, Purchase Description (PD) 2301 Type I (Heavy) and clause H-18 "Government Lease of Contractor Owned High Mobility Engineer Excavators and attachments" for a period of up to seven to thirteen months. All vehicles shall be the same configuration. The DoD Index of Specifications and Standards (DODISS) in effect at time of RFP release is the issue that will be used.

C.2.2 At each contractor's discretion, these items are not required on the Phase 1 (SD) vehicles. The PD requirements listed below must be addressed in your Phase 1 (SD) proposal, provided in the Phase 2 (Production) vehicles and demonstrated during the production contract Production Verification Test/First Article Test.

PD paragraph	Requirement
3.2.1.5	Finish
3.6.6	Marking

C.3 ATTACHMENTS AND KITS: One (1) forklift attachment (CLIN 0002) per contractor shall be provided in accordance with paragraph 3.2.4.1.2 of PD 2301, one (1) auger attachment (CLIN 0003) per contractor shall be provided in accordance with paragraph 3.2.4.2.3 of PD 2301, one (1) set of tool attachments (CLIN 0004) per contractor shall be provided in accordance with paragraph 3.2.4.3 of PD 2301 and one (1) Arctic Cold Weather kit (CLIN 0005) per contractor shall be provided in accordance with paragraph 3.3.1.2 of PD 2301. (See Attachment 001 and clause H-18 "Government Lease of Contractor Owned High Mobility Engineer Excavators and attachments")

C.4 DATA DELIVERIES

C.4.1 The contractor shall deliver all data in English, in accordance with the DD Forms 1423. The contractor shall deliver all data electronically via diskette or electronic mail in MS Office Suite and Windows compatible format, unless otherwise specified in the contract. The government will provide electronic mail addresses during the Start of Work Meeting.

C.4.2 When the contractor is delivering data using paper as the media, the contractor will deliver the quantities of data on the CDRLs listed in Section J, Eshibits A through F. When the contractor uses electronic media, only one copy of the data will be delivered to each address on the CDRL.

C.4.3 All tailored Data Item Descriptions (DIDs) are part of the RFP (Attached to CDRL's) and identified by a (T) after the DID number. Non-tailored DIDs may be obtained from the following website: <http://astimage.daps.dla.mil/online/new/>. Click on the "Quick Search" link.

C.5 CONFERENCES

C.5.1 Start of Work Conference: Each contractor shall participate in a two day Start of Work conference in Warren, MI within thirty (30) days after contract award. We will hold separate conferences for each contractor. The purpose of this conference is to review all statements of work, data requirements and the program schedule to assure a complete understanding of the requirements. The Government and each contractor will agree to the date of the start of work conference and the agenda. Minutes will be prepared by the Government.

C.5.2 Integrated Product Team (IPT): Joint Government/Contractor IPTs shall be established to serve as the primary management tool for monitoring contract status. The IPT shall provide a means for coordinating and monitoring schedules and contract performance and CAIV updates thereby insuring adequacy, timeliness, and compliance with contractual requirements. The first IPT will be held concurrently with the start of work conference. The remainder will be held quarterly until the completion of testing. The Government will host all IPTs. Each contractor shall provide appropriate representative(s) to attend meetings. An agenda will be developed jointly with each contractor at least 5 days before the meeting. Each IPT meeting will last up to two days.

C.6 INTEGRATED LOGISTICS SUPPORT (ILS)

C.6.1 Logistics Management: The contractor shall present an overview of his plan to manage and develop logistics products and services at the start of work meeting. The contractor shall participate in Government scheduled Supportability Integrated Product Team (SIPT) meetings as necessary.

C.6.2 Equipment Publications, Technical Manuals (TM) (CLIN 0006)

C.6.2.1 The contractor shall use the military performance standard, MIL-STD-40051A(TM) for guidelines and examples of the TM content and format that meet Army requirements. This all inclusive standard includes information on TM preparation and assembly, introduction, theory, operation, troubleshooting, maintenance, repair parts and special tools lists and supporting information. The contractor shall



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prepare and deliver the following:

C.6.2.1.1 TM 5-2420-XXX-10, Operator's Manual (ELIN A001): This manual will cover the operation and operator maintenance of the HMEE and its attachments. The manual shall be prepared in DATM format IAW with MIL-STD-40051A (TM), and Attachment 003. This manual shall be delivered as a validated draft IAW Section J, Exhibit A, CDRL A001. The Government reserves the right to witness the contractor's validation.

C.6.3 Test Support Training

C.6.3.1 Training for the Production Proveout Test (PPT) (CLIN 0007): The contractor shall develop a training package and conduct an introductory training course to the vehicle for Government PPT test support personnel (technical testers and data collectors) before initial PPT testing. The contractor and Government will negotiate training dates. The training will cover system operation, operator level maintenance, safety and controls required to safely operate the vehicle. The training shall be at least 50% hands on training. The maximum length of the training class will be 18 hours with a maximum of 12 students per class. The training shall be conducted at an APG facility negotiated by the Government.

C.6.3.2 Training for the Limited User Test (LUT)

C.6.3.2.1 Operator Training (CLIN 0008 ELIN A001): The contractor shall develop a training package and conduct an operator training course for Government personnel and test participants (soldiers), who will conduct the LUT. Training dates and locations at ATC will be negotiated between the contractor and Government. The training course will cover system operating principles and procedures, characteristics, capabilities and limitations , operator maintenance and safety. At the conclusion of the training, all operators shall be able to properly and safely operate the vehicle. The maximum length of the training class is 40 hours with a maximum of 12 students per class. The training package shall be delivered in accordance with Section J, Exhibit B, CDRL A002. The following is a sample of an operator training course outline and may be used as a guide.

- Vehicle Introduction and Familiarization
- Controls and Instrumentation
- Safety Practices and Procedures
- Operator Preventive Maintenance Checks & Services (PMCS) - Before Operation of the Vehicle
- Operator PMCS - During Operation of the Vehicle
- Operator PMCS - After Operation of the Vehicle
- Installation, Operation, and Disconnection of the Attachments & Attachment PMCS
- Maintenance of Significant Items (Include anticipated problem areas and items required to be maintained during the test.)
- Training Review and Critique

C.6.3.2.2 Maintainer Training (CLIN 0008 ELIN A002): Develop a training package and conduct training course to cover the unit level maintenance, troubleshooting and repair procedures required to satisfy Government testing. The maintainer training will be a simple orientation of the vehicle, its major components, the uniqueness of the system, diagnostics/troubleshooting, theory of operation and its maintainability features. This training shall last no more than 16 hours. The training package shall be delivered in accordance with Section J, Exhibit C, CDRL A003.

C.6.4 TRANSPORTABILITY REPORT (CLIN 0009 ELIN A001): The contractor shall submit a Transportability Report that includes the information requested on DI-PACK 80880B (T) in accordance with Section J, Exhibit F, CDRL A006.

C.6.5 CONTRACTOR SUPPORT OF GOVERNMENT TESTING (CLIN 0010): The contractor shall support Government testing for the entire length of the lease.

C.6.5.1 The government will provide grease, oil and lubricants, shop facilities, training facilities and heavy lift capability as required in support of test.

C.6.5.2 The contractor shall provide all other support to include all parts required to perform scheduled maintenance, all part(s) that may require replacement due to failure, special tools with a transportable means of storage, technical personnel and other requirements to support government testing on an "as-needed" basis. The contractor's representative(s) will provide advice, troubleshooting, maintenance assistance and perform repairs when needed. The contractor must be at the test site within 24 hours of notification by the government and without any additional cost to the government. The contractor shall also provide Commercial Off-The-Shelf maintenance procedures for the vehicle that will cover maintenance of the HMEE and its attachments at the Army Unit Level (-20) of maintenance

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(including, but not limited to, the maintenance procedures for tasks listed in C.6.5.4.1.1). This data will be in the contractor's format.

C.6.5.3 Contractor Support of the PPT: The contractor shall be responsible for providing all support on the HMEE candidate vehicles in accordance with paragraph C.6.5.2 above.

C.6.5.4 Contractor Support of the LUT: During the LUT, the Government wants to receive unit level maintenance comments on the systems. Government unit maintenance personnel will make initial attempts at troubleshooting and fixing any unit level maintenance problems. These attempts will be made with the contractor technical personnel present. The contractor will assist only when asked by the Government. However, the contractor may intervene, at their discretion, to prevent any damage to the equipment.

C.6.5.4.1 Supportability Demonstration: The contractor shall support and the Government shall conduct a Supportability Demonstration as part of the LUT. The demonstration will consist of nondestructive disassembly and assembly of vehicle components. The demonstration shall last no more than thirty days.

C.6.5.4.1.1 The following procedures will be performed by government soldiers during the Supportability Demonstration:

- All Crew level PMCS
- All Unit level PMCS
- Remove and replace starter
- Remove and replace fuel pump
- Remove and replace hydraulic pump
- Remove and replace muffler
- Remove and replace radiator
- Remove and replace alternator
- Remove and replace brake pad/shoe
- Remove and replace bucket lift cylinder
- Remove and replace backhoe bucket cylinder
- Remove and replace hydraulic hose reel

C.6.5.4.1.2 The objectives of the supportability demonstration are:

C.6.5.4.1.2.1 Review and analyze the system design for maintainability (time or ease to perform maintenance), the need for special tools and safety while operating or maintaining the system by recording and validating the following logistics parameters for each task performed as part of the supportability demonstration. No more than two (2) mechanics shall be required for each maintenance task.

- Task time
- Tools required
- Safety of maintenance procedures
- Accuracy and completeness of the maintenance procedures and operator's equipment publications

C.6.5.4.1.3 The contractor shall prepare a SD Plan (CLIN 0011) (ELIN A001). The plan shall include a day by day schedule of events. The plan shall be in the contractor's format and additional data may be added as required. The plan shall be delivered IAW Section J, Exhibit E, CDRL A005.

**C.7 SAFETY ENGINEERING AND HEALTH HAZARDS**

C.7.1 Safety Engineering Principles: The contractor shall address the Safety and Health requirements of the PD in technical reviews. The contractor shall follow good safety engineering practices in establishing the HMEE designs and operational procedures, to include modifications to commercial components. The contractor shall use MIL-STD-882C in determining whether safety-engineering objectives are met. As a minimum, the contractor shall do the following:

C.7.1.1 Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include operational, maintenance, and transport aspects of the HMEE.

C.7.1.2 Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel cannot be avoided or eliminated, take steps to control or minimize those hazards.

C.7.1.3 Locate equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards. Examples of hazards to be considered include: high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall either be enclosed or guarded. Protective devices shall not impair operational functions.

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C.7.1.4 Assure that suitable warning and caution notes are included in instructions/manuals for operation, maintenance, assembly and repairs and that distinct markings are placed on hazardous components of equipment.

C.7.2 Safety Assessment Report (SAR) (CLIN 0012 ELIN A001): As a result of system safety analyses, hazard evaluations, and any contractor independent testing, the contractor shall perform and document a safety and health hazard assessment. The safety (and health hazard) assessment shall identify all safety features of the hardware, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by our test agencies and system users. Identified hazards shall have recommended engineering controls, equipment, and/or protective procedures to reduce the associated risk. It shall also outline any operations, maintenance and transport procedures needed by the test agencies and the system user. Assessments shall include consideration of the generation of hazardous wastes. The contractor shall prepare the SAR in accordance with Section J, Exhibit D, CDRL A004 DI-SAFT-80102B. The contractor shall identify Health Hazards associated with the system and incorporate them into the SAR. MIL-STD-882C shall be used in the preparation of the Safety Assessment Report and Health Hazard Assessment. In preparing the health hazard portion of the Safety Assessment Report, the contractor shall provide a description and discussion of each potential or actual health hazard issue of concern for each subsystem or component. The contractor shall include classification of severity and probability of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. Include in the SAR copies of Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. Identify all data sources for the SAR. Examples of hazards to be included in the report are:

C.7.2.1 Sharp edges/moving parts.

C.7.2.2 Noise: Identify any hearing protection and type required, (e.g., single, double, muffs, or plugs). Identify the 85-dB (A) noise profile around the vehicle.

C.7.2.3 Electrical issues.

C.7.2.4 Whole body vibration: Provide test data, or perform equivalent testing, conforming to the guidelines and measuring procedures set forth in ISO2631-1 and SAEJ1013.

C.7.2.5 Toxic fumes (exhaust emission hazards) and hazardous materials, to include those formed by the introduction of the system, or by the manufacture, test, maintenance or operation of the system.

C.7.2.6 Chemical hazards: (e.g., flammables, corrosives, carcinogens or suspected carcinogens, systemic poisons, asphyxiates, including oxygen deficiencies, respiratory irritants, etc.).

C.7.2.7 Physical hazards: (e.g., acoustical energy, heat or cold stress, ionizing and non-ionizing radiation).

C.7.2.8 Biological hazards: (e.g., bacteria, fungi, etc.).

C.7.2.9 Ergonomic hazards: (e.g., lifting requirements, task saturation, etc.).

C.7.2.10 Material Safety Data Sheets for chemicals and hazardous materials.

C.7.3 The SAR shall address:

C.7.3.1 System, facility and personnel protective equipment design requirements (e.g., ventilation, noise attenuation, radiation barriers, etc.) to allow safe operation and maintenance.

C.7.3.2 When feasible engineering designs are not available to reduce hazards to acceptable levels, alternative protective and measures must be specified (e.g., protective clothing, specific operation or maintenance practices to reduce risk to an acceptable level).

C.7.3.3 Potential non- or less hazardous material substitutions and projected handling and disposal issues. The HHA will discuss the rationale for using a hazardous material and long term effects (such as potential for personnel and environmental exposure, handling and disposal issues/requirements, protection/control measures, and life cycle costs) over a non-or less hazardous material. The effects and costs should be considered over the life of the systems, including the cost of handling and disposal. Identify potential non- or less hazardous alternatives if they exist and provide a justification why an alternative cannot be used.

C.7.3.4 Hazardous material data: The HHA shall describe the means for identifying and tracking information for each hazardous material.

C.7.3.5 The HHA part of the SAR shall:

C.7.3.5.1 Identify the hazardous materials by name(s); the affected system components and processes; the quantity, characteristics, and concentrations of the materials in the system; and source documents relating to the materials.

C.7.3.5.2 Determine under which conditions the hazardous materials can release or emit materials in a form that may be inhaled, ingested, absorbed by living organisms, or leached into the environment and if the materials pose a health threat.

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C.7.3.5.3 Characterize material hazards and determine reference quantities and hazard ratings. Acute health, chronic health, carcinogenic, contact, flammability, reactivity and environmental hazards will be examined.

C.7.3.5.4 Estimate the expected usage rate of each hazardous material for each process or component for the subsystem, total system and program-wide impact.

C.7.3.5.5 Recommend the disposition of each hazardous material identified. If for any scale of operation the reference quantity is exceeded by the estimated usage rate, material substitution or altered processes shall be considered to reduce risks associated with the material hazards while evaluating the impact on program costs.

C.7.3.6 The contractor shall provide as part of the Safety Assessment Report the degree to which the vehicles supplied under this contract meet the following Federal Motor Vehicle Safety Standard for trucks over 10,000 lbs. GVW or for a vehicle of this weight class:

FMVSS 101	FMVSS 108	FMVSS 124	FMVSS 208
FMVSS 102	FMVSS 111	FMVSS 201	FMVSS 209
FMVSS 103	FMVSS 113	FMVSS 205	FMVSS 210
FMVSS 104	FMVSS 119	FMVSS 206	FMVSS 302
FMVSS 106	FMVSS 121	FMVSS 207	

As part of the SAR, the contractor, in contractor format, shall provide a cross-reference between a) obtained certifications and conducted testing to b) each listed FMVSS. The report shall contain tests that support compliance with FMVSS. It shall identify the degree of compliance with each FMVSS and discuss areas of each FMVSS, showing where the vehicle does not meet the standard".

Also, as part of the SAR, indicate compliance to SAE and ANSI for the vehicle type with a construction mission (Example: SAE/ANSI standards for the ROPS and hydraulics).

C.7.3.7 In the event the system is modified or procedural changes made after the final SAR is submitted, the contractor shall update the SAR to reflect those modifications or changes

C.8 COST AS AN INDEPENDENT VARIABLE (CAIV) REPORT

C.8.1 The contractor shall prepare a report updating the Phase I (SD) production price estimate. The status shall be briefed at the quarterly IPT meetings. The report shall be in contractor format and, as a minimum, include current estimated production price per vehicle, potential additional costs to meet requirements and/or desired capabilities, any cost or performance trade-offs the contractor may propose and all other costs that will affect the total hardware price per HMEE. The report will reflect any changes in cost and the reason for the change.

C.8.1.1 The contractor shall also prepare, as part of the CAIV report, an Economic Order Quantities chart. The contractor shall provide various production levels per month and the estimated hardware costs for each production year. This will aid the Government's program manager in an attempt to budget for the most economic order quantity in conjunction with the Department of the Army. (Attachment 004)

C.9 TEST INCIDENT REPORTS (TIRS) (DA Pamphlet 73-1, Chapter 10): Test Incident Reports (TIRS) are the means by which data collected during Government testing will be reported. The Government will prepare TIRS in accordance with DA Pamphlet 73-1 the Army Test Incident Reporting System (ATIRS) at URL: (<http://vision.atc.army.mil/atirs/support>). Contractors shall gain access to ATIRS for the duration of the contract. The Government will input TIRS into the ATIRS system. The contractor is responsible for accessing ATIRS and obtaining all TIRS issued under this contract. The POCs for the ATIRS at Aberdeen Test center (ATC), Aberdeen, Maryland, are listed on the web page. The Government shall provide the ATIRS software at the contractor's request in accordance with the instructions at the ATIRS web site. As part of the Phase 2 (Production) proposal, the contractor shall respond to all TIRs that are categorized as critical, major, and minor using a Failure Analysis and Corrective Action Report.

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

D.2 REQUIREMENTS

The equipment shall be processed for shipment and storage in accordance with shipment and storage instructions prepared by the contractor and approved by the Government.

D.2.1 Immediate Use.

Manufacturers standard commercial procedures shall be used provided they will protect equipment for immediate shipment and use, Continental United States only, and for unheated warehouse storage not to exceed 90 consecutive days from the acceptance date, all OCONUS shipments must be stowed below deck.

Basic Issue Items ( BII )

BII shall be packaged separate. Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Items susceptible to corrosion or deterioration shall be provided protection. Items requiring protection from physical and mechanical damage or which are fragile shall be protected in such a manner as to mitigate shock and vibration to prevent damage during handling and shipment. BII shall be stowed together in such a manner to prevent damage to the HMEE and to minimize pilferage. Contractor will be responsible for any damage and pilferage caused by stowage location.

Miscellaneous Preservation

All exposed oil can points such as, but not limited to levers, hinges, hinge pins, locking pins, wing nuts, linkage and threaded ends of yokes, working mechanisms such as padlocks, latches shall be preserved with a corrosion preventive coating. All exterior, unpainted surfaces and all bare surfaces, exposed by disassembly, shall be preserved with a waterborne corrosion preventive coating.

All removed items shall be preserved, packaged, packed, as appropriate, separate from the BII. The removed parts shall be secured in a manner to prevent movement and physical and environmental damage during shipment and storage. Parts removed shall be match -marked, when necessary, to facilitate reassembly.

Documents, Records and Forms

All technical manuals, lube orders, etc.. shall be sealed inside a waterproof bag. The DD Form 250 and one copy of DA Form 2258 shall be sealed inside a separate waterproof bag. Both documents shall be placed in a storage compartment prior to shipment.

Disassembly

To facilitate special equipment loading to the full capacity of the transportation conveyance, cube reduction, disassembly and preparation of the disassembled items shall be accomplished.

To the maximum extent possible, reduction in cube shall be in effect for shipment to ports, overseas, and/or to facilitate loading on the carrier. Parts vulnerable to damage and pilferage and projecting parts whose removal will accomplish reduction in cube, shall be removed and stored. Items that are removed, shall be preserved, packaged, and secured on the vehicle in a manner to prevent movement and damage during shipment and storage.

D.3 SPARE/REPAIR PARTS

All spare parts/SSP items will be packaged and packed to meet ASTM D3951. All parts shipped in the transport container will be blocked, braced, and secured to prevent damage to themselves or other parts. Contractor is responsible for making maximum cube utilization of the transport container. Any hazardous material shipped in the transport container must be properly stored, identified, and if necessary the transport container placarded in accordance with the Code of Federal Regulations, Title 49. Material Safety Data Sheets

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will be provided with the transport container for all hazardous materials. Hazardous material will be stowed closest to the entry doors for easy access.

D.4 SOFTWARE AND/OR TECHNICAL DATA

Software and /or technical data developed under this contract shall arrival at destination without any damage to the item. Software and technical data shall be marked with the name and address of the consignee and consignor and shall include the contract number.

D.5 MARKING

Marking For CONUS shipments: Include consignee and consignor. No identification or contract data markings are required. All special markings/Mark For will be provided by the contracting officer. The contractor is responsible for identification of all spare parts/SSP contained in the transport container. All parts in transport container must be readily identifiable. Transport container will contain a master parts listing that can be updated to reflect parts consumption and additions.

\*\*\* END OF NARRATIVE D 001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 CONTRACTOR INSPECTION

E.1.1 The contractor shall be responsible for conducting the "Run-in" test in accordance with paragraph 4.5.1.3 from PD 2301 Dated 23 Sep 2002, in Section J, Attachment 001. The contractor shall be responsible for conducting the examination in accordance with paragraph 4.4 of PD2301 and attaching the results of the examination to the DD250. Government representative may witness this examination.

E.1.2 The contractor shall furnish 90 days advance notice to the following offices when the vehicles are to be inspected:

E.1.2.1 Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: SFAC-CSS-CM-C, Warren, MI 48397-5000.

E.1.2.2 Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-LC-CJBB, Warren, MI 48397-5000.

E.1.2.3 Defense Contract Management Center (DCMC-QAR)

E.2 GOVERNMENT SYSTEM DEMONSTRATION TESTING

E.2.1 After successful completion of contractor run-in for the High Mobility Engineer Excavator (HMEE), the contractor shall ship up to three (3) Type I (Heavy) HMEE production representative vehicles to the Government test site, Aberdeen Test Center, Transportation Office.

E.2.2 The Government will not accept vehicles until they are assembled and fully operational. The contractor shall provide certification that the vehicles are ready for test and present a DD250 to the Government for acceptance at this time.

E.2.3 The System Demonstration (SD) Testing will consist entirely of Government testing. The Production Proveout Test (PPT) (technical testing) will be conducted at Aberdeen Test Center (ATC), Aberdeen Proving Ground (APG), Maryland for approximately five (5) to nine (9) months. The Limited User Test (LUT) (operational testing) will be conducted at ATC for approximately two (2) to four (4) months. The Government reserves the right to change the location of either test depending on testing requirements. Such a change in testing location will be subject to an equitable adjustment.

E.2.3.1 Production Proveout Testing (PPT): During PPT testing, the Government intends to subject the HMEE to all testing identified in Section 4 of PD2301 with the following exceptions: 1) tests performed by the contractor as listed in paragraph E.2.1, 2) tests associated with attachments not purchased under this contract 3) the following paragraphs of PD2301:

- 4.5.11.5 Rain
- 4.5.11.6 Fungus
- 4.5.11.7 Sand/Dust

The Government reserves the right to perform these tests and/or to accept contractor test data.

E.2.3.2 Limited User Testing (LUT): The Government intends to conduct the LUT at a location TBD. The operators used during this test will be soldiers who currently operate this type of equipment. The testing will be designed to simulate operational scenarios. Testing should last for a period of approximately 2-4 months, including transportation time to and from the test site(s) and maintenance time. The Government will be responsible for transportation to and from the test sites.

E.3 CONTRACTOR INITIATED CHANGES DURING PHASE 1 (SD) TESTING AND IN PHASE 2 (PRODUCTION) PROPOSALS: Contractors may be allowed to make minor modifications during testing at ATC, provided they do not interfere with any test. If practical, depending on the test sequence and nature of the change, the Government will test any corrective changes and minor modifications for the remaining duration of the scheduled testing. All changes made on the test vehicles must be approved by the Government. The Government may extend testing for contractor initiated changes. In Phase 2 (Production) proposals, contractors will be limited to offering the HMEE which was tested during Phase I (SD). The only changes that will be allowed in Phase 2 (Production) proposals will be corrective actions and changes mandated by Federal Regulations or to meet PD requirements and desired capabilities which were not met or were not required to be demonstrated by the Phase I (SD) vehicle.

\*\*\* END OF NARRATIVE E 001 \*\*\*

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.3 F.O.B. POINT

- a. F.O.B. for the HMEE Phase 1 (SD) vehicles and attachments under CLINs 0001 through 0005 shall be destination.
- b. You are responsible for the cost of initial shipment of the HMEE and Attachments to the government test site. You shall also be responsible for all shipping expenses, if for any reason the HMEE needs to be returned to your facilities and shipped back to the test site.

F.4 SHIPPING ADDRESSES

- a. The addresses for the data items (CLINs 0006, 0008, 0009, 0011, 0012) listed in the Contract Data Requirements List (CDRL), Section J, Exhibit A through Exhibit N are as follows:

Commander  
U.S. Army Tank-automotive and Armaments Command  
6501 East 11 Mile Road  
ATTN: (office symbol listed below)  
Warren, MI 48397-5000

E-Mail Addresses

AMSTA-CS-CZ	mcguirek@tacom.army.mil
SFAE-CSS-CM-C	homsys@tacom.army.mil
AMSTA-LC-CJCB	wiseg@tacom.army.mil
AMSTA-LC-CJCB	wiseg@tacom.army.mil
AMSTA-TR-E/ELE/21	smerdonb@tacom.army.mil
AMSTA-LC-CIFS	bedrat@tacom.army.mil

- b. The shipping address for the HMEE Phase 1 vehicles, Operator level DATMs, and Attachments is as follows:

Aberdeen Test Center (ATC)  
Aberdeen Proving Ground (APG)  
Transportation Office  
Bldg 507  
Aberdeen Proving Ground, MD 21005-5059

F.5 REQUIRED DELIVERY SCHEDULE

- a. You shall deliver data according to the Contract Data Requirements List (CDRL) in Section J, Exhibits A through F.
- b. You shall deliver the HMEE vehicles and attachments in time to arrive at the test site and certify that the vehicles are ready for test in accordance with clause E.2 "GOVERNMENT SYSTEM DEMONSTRATION TESTING (SD)" within 360 days after contract award. Acceleration of delivery is not acceptable without the specific written approval of the Procuring Contracting Officer (PCO).



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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-4	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-5	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-6	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-7	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-8	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-9	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES	OCT/1992
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991

H-14      252.227-7036      DECLARATION OF TECHNICAL DATA CONFORMITY      JAN/1997  
(a) All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, \_\_\_\_\_, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. DAAE07-\_\_\_\_\_ are complete, accurate, and comply with all requirements of the contract.

Date	Name and Title of Authorized Official

This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.

(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.  
(End of clause)

H-15      252.227-7037      VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA      SEP/1999

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession

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of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-

- (i) State the specific grounds for challenging the asserted restriction;
- (ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;
- (iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and
- (iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

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(2) (i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-

- (i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and
- (ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-

- (i) The Government shall continue to be bound by the restrictive marking; and
- (ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data.

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(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

H-16      52.204-4005      REQUIRED USE OF ELECTRONIC COMMERCE      MAY/2000  
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (810) 574-7059.

[End of Clause]

H-17      52.246-4026      LOCAL ADDRESSES FOR DD FORM 250      MAR/2002  
(TACOM)

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<b>Name of Offeror or Contractor:</b>			

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H.18 GOVERNMENT LEASE OF CONTRACTOR OWNED HIGH MOBILITY ENGINEER EXCAVATOR AND ATTACHMENTS

a. The Contractor (the Lessor) shall lease to the Government (the Lessee), three (3) each Contractor-owned High Mobility Engineering Excavator (HMEE), one (1) Forklift Attachment, one (1) Auger Attachment, one (1) Tool Attachment and one (1) Arctic Cold Weather Kit. The HMEE and Attachments shall be tested by the Government in accordance with section E.2 Government System Demonstration Testing.

b. The term of this lease shall commence when the Contractor has delivered to the government test site, Aberdeen Test Center, Transportation Office and the Government has accepted the three (3) HMEE vehicles and attachments. The date of the start of the lease shall be documented by the date of DD250 signed by the Government accepting the HMEE vehicles and attachments. The lease shall continue for seven (7) months with an option to add six (6) individual months.

c. During PPT testing, the Government intends to subject the HMEE to all demonstration testing identified in Section 4 of ATPD-2301 except as listed in clause C.2.2. The System Demonstration Testing will consist entirely of Government testing. The testing will be conducted at Aberdeen Test Center (ATC), Aberdeen Proving Ground (APG), Maryland. Operators during this test may include soldiers who operate this type of equipment.

d. LEASE PAYMENTS (CLINS 0001 through 0005) The Government shall pay in accordance with the lease schedule set forth in Section B. The Offeror shall provide the following additional information below:

	HMEE PROTOTYPE	FORKLIFT ATTACHMENT	AUGER ATTACHMENT	TOOL ATTACHMENT	WINTERIZATION KIT
Acquisition Cost (New)	\$ each	\$ each	\$ each	\$ each	\$ each
Accrued Depreciation (at time of Lease)	\$ each	\$ each	\$ each	\$ each	\$ each
Estimated Useful Life	months	months	months	months	months
Residual Value at end of the lease	\$ each	\$ each	\$ each	\$ each	\$ each

e. The Government is to return the HMEE vehicles and attachments in a condition as good as received less reasonable wear and tear for the intended testing. Should any HMEE be irreparably damaged through the negligence of the Government, the Government shall pay to the Contractor the net book value of the HMEE (Acquisition Cost (New) less Accrued Depreciation at time of lease, less any lease payments made), as identified herein.

f. At the end of the lease, the Government shall notify the Contractor in writing that it has completed testing and the equipment is being returned. The Contractor is responsible for taking physical possession of the HMEEs and attachments within ten working days of receipt of the Government's notice that the equipment is being returned. The Contractor is responsible for preparing the HMEEs and

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attachments for transportation, loading and all transportation of the HMEEs and the attachments after it has retaken possession of the vehicles and attachments.

(End of Clause)

**H.19 GOVERNMENT OPTIONS**

(a) The Government reserves the right to extend the term of the lease of any, or all, vehicles, and the attachments, and associated contractor support to test by up to six months, at the applicable monthly lease prices specified in the Schedule of Supplies/Services, Section B of the contract. The options may be exercised incrementally, in monthly increments, but in no case will the extension in the lease exceed six months. The Government may exercise these options at any time from the date of contract award through the last day of the sixth month of prototype testing, including any extensions as a result of incremental exercise of the options under this provision. The Government will notify the contractor 30 days prior to any extension to the lease term.

(b) The Government reserves the right to negotiate the acquisition of the leased vehicles and attachments, at the applicable prices (Residual Value) specified in Paragraph H.18 (d) above. The residual value is the value as of the end of the Seventh month of the lease. Should the Government exercise the option to extend the lease, the residual value listed in paragraph H.18 (d) will be reduced by any lease payments made under the exercised option. The Government may exercise this acquisition not later than 30 days after award of the Phase II production contract.

(End of Clause)

**H.20 VEHICLE LEASE PAYMENTS**

(a) Upon the submission of proper invoices or vouchers, the Government shall pay rent on a monthly basis for each vehicle at the rates specified in section B of this contract.

(b) Rent shall accrue from the date the vehicles are delivered to the Aberdeen Test Center and shall continue until the expiration of the contract term or the termination of this contract.

(c) The Government will pay rent on the first day of each month for the length of the contract.

(End of Clause)

**H.22 MARKING OF LEASED VEHICLES (Apr 1984) (52.208-6)**

(a) The Government may place nonpermanent markings or decals, identifying the using agency, on each side, and on the front and rear bumpers, of any motor vehicle leased under this contract. The Government shall use markings or decals that are removable without damage to the vehicle.

(b) The Contractor may use placards for temporary identification of vehicles except that the placards may not contain any references to the Contractor that may be construed as advertising or endorsement by the Government of the Contractor.

(End of Clause)

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-14	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-15	52.216-7	ALLOWABLE COST AND PAYMENT	FEB/2002
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-18	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-28	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-29	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-30	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-31	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-32	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-34	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-35	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-36	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-37	52.232-17	INTEREST	JUN/1996
I-38	52.232-20	LIMITATION OF COST	APR/1984
I-39	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-40	52.232-25	PROMPT PAYMENT	FEB/2002
I-41	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-42	52.233-1	DISPUTES	JUL/2002
I-43	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-44	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-45	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-46	52.242-13	BANKRUPTCY	JUL/1995
I-47	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-48	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-49	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-50	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996

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I-51	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-52	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN/1997
I-53	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-54	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-55	52.249-14	EXCUSABLE DELAYS	APR/1984
I-56	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-57	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-58	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-59	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-60	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-61	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-62	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-63	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-64	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-65	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-66	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-67	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-68	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-69	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-70	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-71	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-72	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-73	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-74	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
I-75	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-76	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-77	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-78	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
I-79	252.229-7007	VERIFICATION OF UNITED STATES RECEIPT OF GOODS	JUN/1997
I-80	252.229-7008	RELIEF FROM IMPORT DUTY (UNITED KINGDOM)	JUN/1997
I-81	252.229-7010	RELIEF FROM CUSTOMS DUTY ON FUEL (UNITED KINGDOM)	JUN/1997
I-82	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-83	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-84	252.227-7030	TECHNICAL DATA -- WITHHOLDING OF PAYMENT (ALT I)	MAR/2000

(a) If technical data specified to be delivered under this contract is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(k) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of 20% of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

[End of Clause]

I-85	52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999
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(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.



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(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-86 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

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[End of Clause]

I-87 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-88 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-89 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services

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to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-90                    252.225-7015                    PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS                    DEC/1991

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.

(End of clause)

I-91                    252.229-7001                    TAX RELIEF -- ALTERNATE I                    JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror insert)                    RATE (PERCENTAGE): (Offeror insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of American and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and

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reported as tax-free.

[End of Clause]

I-92      252.247-7023      TRANSPORTATION OF SUPPLIES BY SEA      MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
  - (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
  - (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
    - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
    - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
  - (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and

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telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

[End of Clause]

I-93            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

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(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-94	52.247-4458	GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION	SEP/2000
	(TACOM)		

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length\_\_\_\_\_ x Width\_\_\_\_\_ x Depth \_\_\_\_\_(expressed in inches)/Weight expressed in \_\_\_\_\_ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, \_\_\_\_\_ x Width, \_\_\_\_\_ x Height,\_\_\_\_\_ (expressed in feet and inches)

(ii) Number of unit packages per shipping container \_\_\_\_\_ each

(iii) Gross weight of Shipping container and contents \_\_\_\_\_ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [ ] No [ ]; describe: \_\_\_\_\_.

(ii) Number of Shipping containers per pallet/skid \_\_\_\_\_ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials \_\_\_\_\_ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, \_\_\_\_\_ x Width, \_\_\_\_\_ x Height,\_\_\_\_\_ (expressed in feet and inches)

(v) Gross Weight of Unit Load \_\_\_\_\_ Lbs;

[End of Clause]

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I-95 52.232-28 -- Invitation to Propose Performance Based Payments.

(Mar 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

- (c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:
- (1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with payment terms of this contract.
  - (2) The terms and conditions of the performance-based payments must--
    - (i) Comply with FAR 32.1004;
    - (ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and
    - (iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.
  - (3) The terms and conditions of the performance-based financing must be in the best interests of the Government.
- (d) The offeror's proposal of performance-based payment financing shall include the following:
- (1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).
  - (2) A listing of--
    - (i) The projected performance-based payment dates and the projected payment amounts; and
    - (ii) The projected delivery date and the projected payment amount.
  - (3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

\*\*\* END OF NARRATIVE I 001 \*\*\*

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A001 OPERATORS MANUAL (-10)	01-APR-2002	001	ELECTRONIC
				IMAGE
Exhibit B	CDRL A002 LUT OPERATOR TRAINING PACKAGE	01-APR-2002	001	ELECTRONIC
				IMAGE
Exhibit C	CDRL A003 LUT MAINTENANCE TRAINING PACKAGE	01-APR-2002	001	ELECTRONIC
				IMAGE
Exhibit D	CDRL A004 SAFETY ASSESSMENT REPORT	01-APR-2002	001	ELECTRONIC
				IMAGE
Exhibit E	CDRL A005 SUPPORTABILITY DEMONSTRATION (SD) PLAN	01-APR-2002	001	ELECTRONIC
				IMAGE
Exhibit F	CDRL A006 TRANSPORTABILITY REPORT	01-APR-2002	001	ELECTRONIC
				IMAGE
Attachment 001	ATPD-2301 HMEE	23-SEP-2002	059	ELECTRONIC
				IMAGE
Attachment 002	USER PRIORITIZED REQUIREMENTS TEST LIST	21-AUG-2002	001	ELECTRONIC
				IMAGE
Attachment 003	CLARIFICATION OF TABLE IN MIL-STD-40051A	30-OCT-2001	007	ELECTRONIC
				IMAGE
Attachment 004	ECONOMIC ORDER QUANTITIES CHART	01-APR-2002	001	ELECTRONIC
				IMAGE
Attachment 005	EDI/DVD DELIVERY SCHEDULE	01-APR-2002	001	ELECTRONIC
				IMAGE
Attachment 006	ORDER OF IMPORTANCE GRAPHIC	15-AUG-2002	001	ELECTRONIC
				IMAGE
Attachment 007	PAST PERFROMANCE QUESTIONNAIRE	27-AUG-2002	008	ELECTRONIC
				IMAGE
Attachment 008	ELECTRONIC FILE FORMAT EXAMPLE	04-SEP-2002	001	ELECTRONIC
				IMAGE



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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS--(ALTERNATES I AND II dated OCT 2000)	MAY/2001

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 33312.

(2) The small business size standard is 750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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"Women-owned small business concern," as used in this provision, means a small business concern-

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(e) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision].

The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(f) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]

The offeror shall check the category in which its ownership falls:

[ ] Black American.

[ ] Hispanic American.

[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

[ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[ ] Individual/concern, other than one of the preceding.

[End of Provision]

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T132      MOD/AMD</p>	<p style="text-align: center;"><b>Page 43 of 73</b></p>
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**Name of Offeror or Contractor:**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-6      52.204-3      TAXPAYER IDENTIFICATION      OCT/1998

(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (d) Taxpayer Identification Number (TIN).
- [ ] TIN:\_\_\_\_\_
- [ ] TIN has been applied for.
- [ ] TIN is not required because:
- [ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- [ ] Offeror is an agency or instrumentality of a foreign government;
- [ ] Offeror is an agency or instrumentality of the Federal Government.

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(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other:

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:  
Name: \_\_\_\_\_  
TIN: \_\_\_\_\_

[End of Provision]

K-7                      52.204-5                      WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS                      MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it ☐ is a women-owned business concern.

[End of Provision]

K-8                      52.204-6                      DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER                      JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet

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Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

[End of Provision]

K-9      52.209-5      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,      DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) ☐ are  
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B,C) [Language removed]

(D) [Language removed]

(E) [Language removed]

(ii) [Language removed]

(iii) The Offeror

☐ has  
☐ has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-10      52.215-6      PLACE OF PERFORMANCE      OCT/1997

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Name of Offeror or Contractor:

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

- ☐ intends
- ☐ does not intend

(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street Address, City, County, State, ZIP code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[End of Provision]

K-11            52.222-22            PREVIOUS CONTRACTS AND COMPLIANCE REPORTS            FEB/1999

The offeror represents that--

- (a) It ☐ has
- ☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

- (b) It ☐ has
- ☐ has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-12            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            APR/1984

The offeror represents that

- (a) It ☐ has developed and has on file,
- ☐ has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-13            52.223-13            CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING            OCT/2000

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(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

- [ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- [ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- [ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- [ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of Provision]

K-14	52.227-6	ROYALTY INFORMATION	APR/1984
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(a) Cost or charges for royalties When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor;
- (2) Date of license agreement;
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
- (4) Brief description, including any part or model numbers, of each contract item or component on which the royalty is payable;
- (5) Percentage or dollar rate of royalty per unit;
- (6) Unit price of contract item;
- (7) Number of units; and
- (8) Total dollar amount of royalties.

(b) Copies of current licenses In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

[End of Provision]

K-15	52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION	JUN/2000
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Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards

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(CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.  
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has



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not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes  
☐ no

[End of Provision]

K-16      52.247-53      FREIGHT CLASSIFICATION DESCRIPTION      APR/1984

Offerors are requested to indicate below the full Uniform Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any F.O.B. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS:

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[End of Provision]

K-17      252.209-7002      DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT      SEP/1994

(a) Definitions

As used in this provision--

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Name of Offeror or Contractor:

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) Foreign government includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) Proscribed information means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable).

Name and Address of Offeror	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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Name and Address of Entity Controlled by a Foreign Government

[End of Provision]

K-18	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	SEP/1999
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(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

**Name of Offeror or Contractor:**

(c) Certifications.

(1) The Offeror certifies that-

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

<u>Qualifying Country End Products</u>	<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____	_____
_____	_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

<u>Nonqualifying Country End Products</u>	<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-19
252.225-7003
INFORMATION FOR DUTY-FREE ENTRY EVALUATION
MAR/1998

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

- [ ] Yes

[ ] No

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

- [ ] Yes

[ ] No

(2) Has the duty on such foreign supplies been paid?

- [ ] Yes

[ ] No

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

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**Name of Offeror or Contractor:**

[End of Provision]

K-20      252.247-7022      REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA      AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-21      52.204-4007      OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE      MAR/2001  
(TACOM)

(a) If you have a data fax number, please provide it below.

\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

\_\_\_\_\_

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:  
<http://www.ccr2000.com/>

\_\_\_\_\_

[End of Provision]

K-22      52.211-4034      IDENTIFICATION OF OFFERED PART NUMBER      NOV/1982  
(TACOM)

(a) Offers in response to this solicitation are to be made on the contract item as defined in the Schedule (Section B) and in the accompanying Technical Data Package (TDP). Any offer made on an item that does not exactly conform to the descriptions and specifications in the TDP will not be considered for contract award. However, if the offeror manufactures or regularly sells the contract item under a part number designation other than the one set forth in Section B herein, that part number and revision or specification information shall be set forth in the spaces provided below.

Contract Line <u>Item Number (CLIN)</u>	Manufacturer's <u>Part number</u>	<u>Drawing/Specification</u>	Date and <u>Revision No.</u>
_____	_____	_____	_____
_____	_____	_____	_____

(b) By inserting the information requested above, offeror certifies that the offered part number conforms in all respects to the specifications, drawings, and requirements herein cited or incorporated by reference.

Name of Offeror or Contractor:

(c) If no part number information is inserted above by offeror, it is understood and agreed that offeror will supply only the part number called out in the Schedule, and that such part has no other code or designation for purpose of offeror's commercial sales.

[End of Provision]

K-23	52.215-4005	MINIMUM ACCEPTANCE PERIOD	OCT/1985
	(TACOM)		

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-24	52.215-4010	AUTHORIZED NEGOTIATORS	JAN/1998
	(TACOM)		

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER
_____	_____	_____
_____	_____	_____

[End of Provision]

K-25	52.223-4002	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	DEC/1993
	(TACOM)		

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)

Name of Offeror or Contractor:

- (xiii)

chlorofluorocarbon-215 (CFC-215)
- (xiv)

chlorofluorocarbon-216 (CFC-216)
- (xv)

chlorofluorocarbon-217 (CFC-217)
- (xvi)

halon-1211
- (xvii)

halon-1301
- (xviii)

halon-2402
- (xix)

carbon tetrachloride
- (xx)

methyl chloroform
- (xxi)

Methyl bromide
- (xxii)

hydrobromofluorocarbons (HBFCs)
- (xxiii)

All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- [ ]

have
- [ ]

have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [ ]

have
- [ ]

have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
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\_\_\_\_\_

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-26	52.225-4003	IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED	MAR/1990
	(TACOM)	KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION	

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) ☐ I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii) ☐ I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

Name	Address	Est. Value Of Subcontract	Est. Total of Levies Incl. In Price
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	MAY/2001
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-6	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-7	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-8	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.  
(End of provision)

L-9	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command ATTN: AMSTA-AQ, Protest Coordinator Warren, MI 48397-5000	or	HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001 Facsimile number (703) 617-5680/617-4999 Voice number (703) 617-8176
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The AMC-Level protest procedures are found at: [www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html).

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-10	52.233-4001 (TACOM)	HQ-AMC LEVEL PROTEST PROCEDURES	MAY/2000
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(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:



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- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Ave.  
Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
<http://www.amc.army.mil/amc/cc/protest.html>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

- (4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

- (i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

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- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-11            52.215-4003            HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES            SEP/1999  
                   (TACOM)                (NON-US POSTAL SERVICE MAIL)

(a) All handcarried offers must be in electronic format in accordance with the instructions contained elsewhere in Section L of this solicitation.

(b) Handcarried offers, including offers delivered by express delivery services, shall be submitted to the depository at:  
 (See paragraph L.14.1.1 for additional details)

US Army Tank-automotive and Armaments Command  
 Acquisition Center  
 Bid Lobby - Building 231, AMSTA-CM-CDD  
 East 11 Mile Road  
 Warren, MI. 48397-0001

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number, the specific electronic medium on which the proposal is contained (i.e., 3 1/2" floppy disk, zip disk, CD ROM), and the date and time of the bid opening or closing. Each envelope should contain only one offer.

(e) Directions to the TACOM Bid Lobby: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and enter the parking lot of the security building. Go into the security building and ask the guard for a bid lobby pass. Exit the security building parking lot by taking a right and then an immediate left. After about 100 feet, take another left and an immediate right into the building 231 parking lot. Find a visitor parking space and enter the building. Signs will direct you to the bid lobby.

(f) Business hours for the Bid Lobby are from 7:30 AM until 4:00 PM, Monday through Friday. All handcarried offers must be time-stamped by a Bid Lobby employee during business hours.

(g) Handcarried offers not addressed as directed above, which do not reach the Bid Lobby on time for the scheduled solicitation opening or closing, shall be determined to be late in accordance with FAR provision 52.215-1, Instructions to Offerors--Competitive Acquisitions, or FAR 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids.

[End of Provision]

L-12            52.219-4003            HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS            JUN/1997  
                   (TACOM)

(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice

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- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-13      52.233-4000      NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM      AUG/1999  
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM  
AMSTA-AQ-C (Ms. Shepherd)  
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Ave.  
Alexandria, VA 22333-0001

Voice Phone: (703)-617-8176  
Fax Phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

[www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

[End of Provision]

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L.14 PROPOSAL INSTRUCTIONS AND CONTENT

- L.14.1 The offeror shall submit both a hardcopy paper and electronic version of their proposal as specified in L.14.1.1 through L.14.5 below.
- L.14.1.1 Proposal Delivery Procedures (Paper and Electronic) Paper proposals will not be accepted at the TACOM Bid Lobby depository. The hardcopy paper and over-packed electronic versions (L.14.2) of your proposals will be required to go through a screening process prior to delivery to the Bid Lobby Depository. Your proposal will still be addressed and marked as required in L.11 Handcarried Offers. When your delivery service arrives at the main gate (11 Mile Road entrance) your proposal will be routed to building 249 receiving dock. Your delivery service will receive instructions and directions to Building 249 from TACOM security police upon arrival. Upon arrival at the receiving dock your delivery service representative must request that the receipt be date/time stamped. The receiving dock employees don't date/time stamp as a normal business activity. That date/time receipt will be the official time of delivery of your proposal per FAR 52.215-1 "Instructions to Offerors - Competitive Acquisitions" and FAR 53.214-7 late submissions, modifications and withdrawals.
- L.14.2 The paper proposal will be subject to the late proposals and revisions section of FAR 52.215-1, "Instructions to Offerors" Competitive Acquisition (Oct 1997), and shall be submitted in the format and quantities set forth below. One identical electronic proposal shall be overpacked with the hardcopy proposal. All proposals shall be in English (American Standard) language. All proposals shall be in US dollars. In preparing proposals, the offeror shall cross-reference his response within each section of the proposal to the pertinent evaluation criteria in Section M. Your proposal shall include all information specified and address all requirements outlined in Section L.
- L.14.3 Electronic Proposal: Identical electronic versions of your paper proposal shall be submitted for Volumes 1-5. Each Volume, including Attachments, shall be submitted in separate CD ROMs or write-protected Iomega 100Mb Zip or 1 Gb Jaz disks to facilitate Government review, and shall be readable on an IBM PC or compatible system running Microsoft Windows 95 or higher. File format must be compatible with Microsoft Word 97. For the Price Area Volume, spreadsheets shall be in Excel or Excel readable format. The electronic version must be overpacked with the paper version. To help facilitate the evaluation of proposals, each electronic file shall be organized in file folders as follows: Volume 1 Top level: Technical Area, under the Technical area create file folders for Element 1 System Maturity, Element 2 Performance, Element 3 Transportability. Under the elements that contain Factors or sub-elements, create file folders under that element. For instance; Under Performance Element create Power Train Performance, Attachment Performance and MANPRINT folders. Each of the other areas will follow the same format with the exception of Volume 5. Volume 5 will not have Element or factor file folders. Refer to graphic depiction example in Attachment 008.
- L.14.3.1 Notwithstanding the information contained on the TACOM Procurement Network Website concerning electronic proposal submission, we will not accept e-mail or datafax offers.
- L.14.3.2 Offerors shall label any and all submitted disks with: 1) the solicitation number; 2) closing date; 3) the offeror's name and address; 4) the offeror's point of contact and phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors - - Competitive Acquisition", listed in Section L. In the event of multiple submitted offers, place each offer/submission on its own disk (s) (one offer can comprise multiple disks). Also, you must submit only one offer/submission per envelope.
- L.14.4 Hardcopy Proposal Font size must be no smaller than 10 point with margins no less than 1 inch (top, bottom, left and right) excluding headers, footers and page numbers. Use standard 8.5" X 11" size paper except that single foldout pages up to 17" X 11" may be used. Number each page and provide an index with each volume. The complete set of volumes will be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead. The number of paper copies of each separate volume shall be sent to the Bid Room, clearly labeled and in a separate binder as follows:
- |   |                              |
|---|------------------------------|
| Volume 1 - Technical Area                                     | 2 paper copies /1 electronic |
| Volume 2 - Logistics Area                                     | 1 paper copy /1 electronic   |
| Volume 3 - Price Area   | 1 paper copy /1 electronic   |
| Volume 4 - Past Performance/Small Business Participation Area | 1 paper copy /1 electronic   |
| Volume 5 - SF 33, RFP Sections A-K                            | 1 paper copy /1 electronic   |
- L.14.4.1 In the event of a conflict between the electronic and hardcopy proposals, the hardcopy proposal will take precedence.
- L.14.5 Proposal Submission Guidance: The offeror's proposal/offer, as required by this section, will be evaluated as set forth in Section M of this solicitation. In addition to the general requirements of the solicitation provision FAR 52.215-1 (Alt 1), your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal.
- L.14.6 Accordingly, offerors are encouraged to contact the Contracting Office via email in order to request an explanation of any aspect of these instructions.
- L.15 Rejection of Proposals: Offerors are cautioned that proposals which fail to meaningfully respond to the requirements of Section L

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and which merely offer to perform the work in accordance with the RFP, or which fail to present more than a statement indicating their capability of compliance with the technical requirements without elaboration, shall be deemed unacceptable and shall not be further considered for award. Failure to conform to the requirements stated herein or exceptions taken to the terms and conditions of the RFP may form the basis for rejection of the offer. (See Section M Provision M.2 entitled "Rejection of Proposals").

L.16 TECHNICAL AREA (Volume 1): There are three elements in the technical area: System Maturity, Performance, and Transportability. The Technical volume must be subdivided to address each element. The technical data, documentation, and supporting rationale shall be complete, specific, and support your technical approach to meeting the requirements in the purchase description (PD) for the elements described below. The offeror shall be specific in identifying any desired capabilities being offered.

L.16.1 Element 1 - System Maturity: Describe the extent to which your proposed vehicle system, as it currently exists (as of your proposal submission date), meets the loading (PD paragraph 3.2.4.1.1), excavating (PD paragraph 3.2.4.2.1), mobility (PD paragraph 3.3.2) and transportability (PD paragraph 3.4.3 including sub-paragraphs) requirements of the PD.

L.16.1.1 If a prototype or production model of the vehicle system being offered currently exists (as of your proposal submission date), provide any test data that demonstrates conformance of the vehicle system to the PD requirements listed in L.16.1. Describe any modifications necessary to meet the PD requirements listed in L.16.1.

L.16.1.2 If your proposed vehicle system does not currently exist in a prototype or production representative form, describe the sub-systems that will be integrated to provide a vehicle system that meets the requirements of the PD listed in L.16.1. Provide test data, at the highest level of integration achieved, that demonstrates conformance of the sub-systems to the PD requirements listed in L.16.1. Provide information that supports the overall approach on the engineering design and integration of these sub-systems into a vehicle system that meets the PD requirements listed in L.16.1.

L.16.2 Element 2 - Performance: Describe your approach to meeting the performance requirements in the PD as well as any desired characteristics that you intend to provide, for the following areas:

L.16.2.1 Power Train Performance: Address the integration of components which meet the drive train performance requirements contained within the following PD paragraphs: 3.2.3.1 and sub-paragraphs; 3.2.3.2 and sub-paragraphs; 3.2.3.5 and sub-paragraphs; 3.3.2 and sub-paragraphs; As a minimum:

L.16.2.1.1 Address how the diesel engine, transmission, service brakes, emergency brakes, suspension and steering systems interact to meet the travel speed, longitudinal gradeability, ride quality and braking requirements. Provide any test data that shows the performance in these areas for either your vehicle, or the chassis from which your vehicle will be based. Describe any design modifications your current production vehicle needs to meet these requirements.

L.16.2.1.2 Provide engine performance curves using diesel fuel showing net and gross horsepower, torque curves, parasitic loads, and fuel economy; and engine-transmission match curves, including torque converter performance curves, and manufacturers' specification sheets. Overlay performance projections using JP-8 fuel on each of these curves to illustrate any loss in horsepower performance when using JP-8 fuel. Provide any information related to design/integration considerations that were taken into account for your selected engine to be compatible with JP-8 fuel and still be able to meet the requirements in PD paragraph 3.3.2, 3.3.2.1, 3.3.2.3, 3.3.2.3.1, and 3.3.2.4. Provide information from engine supplier to show their approval for use of JP-8 fuel.

L.16.2.1.3 Provide information regarding the emissions requirements currently being met by your engine and any modifications necessary to meet current and future on-road standards.

L.16.2.1.4 Provide manufacturers' specification sheets for the powertrain selected for your proposed HMEE and describe what design/integration considerations were taken into account to select these components. Furnish information that you provided to powertrain component suppliers and provide their approval for use of the selected components for use in your HMEE.

L.16.2.2 Attachment Performance: Describe your approach to meeting the excavation, loading and attachment requirements in the PD as well as any desired characteristics that you intend to provide for the following areas:

- L.16.2.2.1            Loader:                      PD paragraph 3.2.4.1.1.
- L.16.2.2.2            Forklift:                    PD paragraph 3.2.4.1.2.
- L.16.2.2.3            Backhoe:                   PD paragraph 3.2.4.2.1.
- L.16.2.2.4            Auger:                      PD paragraph 3.2.4.2.3.
- L.16.2.2.5            Tool Attachments:       PD paragraph 3.2.4.3.1 through 3.2.4.3.6.

L.16.2.3 MANPRINT: MANPRINT is defined as the process of integrating the Human Factors Engineering (HFE), Manpower, Personnel and Training, Safety, and Health Hazards into the HMEE. As a minimum:

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L.16.2.3.1 Provide test data indicating the ability of your system to meet the on-road safety requirements (FMVSS) of PD paragraphs 3.2.3.2, 3.2.3.4.2, 3.2.3.5.4, 3.2.3.5.5, 3.2.3.5.5.1, 3.2.3.5.6, 3.2.3.6, 3.2.3.6.2 and 3.6.5.5. Describe any modifications your vehicle system needs, or your design approach, for meeting the on-road safety requirements not supported by previous test data.

L.16.2.3.2 Provide drawings and text to show that the operator's seat is arranged and located for 5th percentile female to 95th percentile male operators to reach all controls in the HMEE while wearing MOPP IV and arctic clothing. Provide drawings of the cab interior and the operator access system. The drawing for the cab interior should show the location, spacing and operation of controls and instruments. Describe how your design reflects an efficient arrangement of equipment and components and incorporates protection from potential hazards. Indicate the position for the 5th and 95th percentile persons. Also include information on meeting SAE J154 requirements. PD paragraphs 3.6.5 and 3.6.5.2

L.16.3 Element 3 - Transportability: Describe your approach to meeting the air, rail and marine transportability requirements in the PD, as described in PD paragraph 3.4.3, including all subparagraphs of 3.4.3, as well as any desired characteristics that you intend to provide. Describe the dimensions of your vehicle. Include the minimum operating height, the reduced height (without disassembly), the reduced height (with disassembly), the width, length, weight, lifting and tie down points, quick disconnects and reducibility in terms of man-hours/number of soldiers and tools/equipment/lift assets required. Describe procedures for reducing for transport, if required, as described in PD paragraph 3.4.3, including all subparagraphs of 3.4.3.

L.17 LOGISTICS AREA (Volume 2): There are two elements in the logistics area: Global Support and Diagnostics/Prognostics.

L.17.1 Element 1 - Global Support: The Army requires global support for the OHMEE system. This support consists of both parts and service, to be provided both to CONUS based units, and to units deployed OCONUS. There are two factors under the Global Support element: Factor 1 is Parts Support and Factor 2 is Technical Service Support.

L.17.1.1 Factor 1 - Parts Support

L.17.1.1.1 Describe how the offeror's current or proposed global part support system supports your fielded products within the timeframes listed in Section J, Attachment 005, EDI/DVD Delivery Schedule for the following locations:

CONUS*:	OCONUS*:
Fort Irwin, CA	Afghanistan
Fort Hood, TX	Bosnia
Fort Stewart, GA	Columbia
	Germany
	Hawaii
	Korea
	Kuwait
	Philippines

\*CONUS: Continental United States OCONUS: Outside CONUS

(Note: The list of locations above is a representative sample of locations within each of the US Strategic Command's Areas of responsibility and is not limiting or indicating the future locations of HMEE deployments.)

L.17.1.1.1.1 If your global parts support approach includes a dealership network, provide a list of the location of dealers, warehouses and distribution centers available for spare parts support for the locations listed in L.17.1.1.1.

L.17.1.1.1.2 Describe any changes to the offeror's existing parts support system needed to meet the needs of the military at the locations listed in L.17.1.1.1 within the timeframes listed in Section J, Attachment 005, EDI/DVD Delivery Schedule.

L.17.1.2 Factor 2 - Technical Service Support: Explain how your existing or proposed service network supports your worldwide customers. If your service support approach includes a dealership network, categorize the dealerships listed in L.17.1.1.1.1 as either "selling" or "selling and servicing" dealerships. Describe what qualifies a dealership (including the individual technical service representatives) to service your equipment.

L.17.2 Element 2 - Diagnostics/Prognostics: Describe what diagnostic/prognostic features will be offered with your proposed system. Describe in detail the method of diagnosing malfunctions using any combination of the following: embedded diagnostics, automated diagnostics using external test equipment (i.e. Soldier's Portable On-System Repair Tool (SPORT)) or manual diagnostics using external test equipment.

L.18. PRICE AREA (Volume 3)

L.18.1 Element 1 - Contract Price

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L.18.1.1 The offeror shall submit the lease prices for all hardware CLINs (L.18.1.5) and prices for ELINs (deliverables) (L.18.1.6) in Section B, including prices for all leased hardware, attachments, services, and data.

L.18.1.2 Printed Submission: The offeror's name, solicitation number and the date of the submission should appear on each page of any table in the price volume. If a table requires more than one page, include the column and row titles on each page. State all prices in U.S. dollars (USD) only, including prices for the prime contractor and any potential subcontractors. If the proposed prices are based on any other currency, state the exchange rate used to convert the currency into USD.

L.18.1.3 Magnetic Media Submission: The offeror shall submit one (1) copy of supporting data in electronic spreadsheet format on CD-ROM or write protected Iomega 100 Mb Zip Disk proposed prices against all CLINs and ELINs in Section B. The disks should be labeled, numbered and cross-referenced to the printed proposal. Submitted diskette should be readable on an IBM PC or compatible, running Microsoft Windows 95 or higher. File format should be Microsoft Excel or in Excel readable format. All files should be read-only.

L.18.1.4 Cost and Pricing Information Requirements: The offeror is required to submit Information other than cost and price data to support the production estimate. FAR 15.401 defines Information other than cost and price data as, "any type of information that is not required to be certified in accordance with FAR 15.406-2 and is necessary to determine price reasonableness or cost realism". Failure to submit a proposal in accordance with the instructions may result in a rejection of the proposal. Offerors may submit any other price/cost and financial information they consider helpful in the evaluation of the production estimate. The production estimate volume shall describe the offeror's cost and price information in sufficient detail for the consideration of reasonableness and realism to be evaluated in accordance with the evaluation criteria in Section M.

L.18.1.5 Leased Hardware (Vehicle and specified attachments): Submit lease prices. Provide one, seven-month basic lease price and lease prices for option months 8, 9, 10, 11, 12 and 13. Provide the basis for the development of the lease prices offered to include copies of published lease prices with published terms and conditions. Also, identify customers who are currently leasing or have leased vehicles similar to the HMEE and the lease prices.

L.18.1.6 Data items and Contractor Support: Submit prices for data items and contractor support as identified in the scope of work. Provide a narrative explaining the development of the offered prices supported with vendor quotes, if applicable.

L.18.2 Element 2 - Production Estimate: The offeror shall provide an average unit price estimate for the base HMEE production vehicle with the following attachments: backhoe, loader and tool hose reel. The production estimate shall be based upon a total quantity of 750 each assuming an estimated flat production rate of ten (10) vehicles per month for a period of approximately six (6) years beginning 30 June 2005 through 30 June 2011.

L.18.2.2 Printed Submission. See paragraph L.18.1.2

L.18.2.3 Magnetic Media Submission. See paragraph L.18.1.3

L.18.2.4 Cost and Pricing Information Requirements. See paragraph L.18.1.4.

L.18.2.5 Commercial Pricing: The offeror shall identify the most similar commercial configuration, along with any subcontract commercial configuration(s), and separately identify any commercial additions/deletions. The production estimate volume shall include the basis for establishing all commercial pricing, including any offered discounts. This includes established catalog, price lists, schedules or other verifiable and established records regularly maintained by the manufacturer or vendor and are published or otherwise available for customer inspection. This also includes price history of sales for these or similar vehicles.

L.18.2.6 Military Unique Pricing Requirements: Explain the basis for pricing each of the non-commercial requirements, as identified in the PD Paragraphs (3.2.1.5, 3.2.3.1, 3.2.3.1.2, 3.2.3.1.4, 3.2.3.4.1, 3.2.3.4.2, 3.2.3.4.7.1, 3.2.3.4.8, 3.2.3.6.3, 3.2.3.6.4, 3.2.3.7.1, 3.4.3, 3.6.3, 3.6.6). Describe this separately, and price the differences between the similar base commercial equivalent described above to the non-commercial requirements. This will help us confirm that the full scope of the basic requirements has been communicated and is understood and reasonably priced, reducing risk to both the contractor and the government. For the price differences, the offeror is required to submit information other than cost and price data as described below.

L.18.2.7 Direct Material: State the estimated average unit price for direct material and explain how the estimate was developed. Identify all material(s) over and above the offeror's commercial configuration needed to perform the effort required by the scope of work with a unit price of \$2,000.00 and above.

L.18.2.8 Subcontract (Non-Commercial): State all anticipated subcontract effort that is non-commercial. For subcontractor effort with an estimated extended total of \$1,500,000.00 and above, explain the basis for the selection of the subcontractor and how the subcontract price was determined to be reasonable.

L.18.2.9 Direct Labor: For each category of direct labor, state the estimated per vehicle direct labor hours, direct labor dollars, and the average hourly rate. Explain how the estimate was developed.

L.18.2 10 Non-Recurring and Set-up Costs: Separately state all estimated non-recurring and set up costs, and explain how the estimates

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were developed.

Briefly describe the proposed Phase 2 approach for manufacturing facilities and equipment (anything over \$50,000) to produce the estimated quantity of Phase 2 HMEEs. Identify plans for any new facility construction or facility leasing, and provide substantiation establishing the credibility of the leasing arrangements.

Where the proposed Phase 2 approach for manufacturing facilities and equipment involves non-recurring or set up costs for newly acquired or leased facilities/equipment, specifically identify the pricing of those non-recurring and set-up costs in your Phase 2 production price estimate proposal.

L.18.2.11 Other Direct Costs: State the estimated average unit price for each category of other direct costs. For each category, explain how the estimates were developed.

L.19 PAST PERFORMANCE and SMALL BUSINESS PARTICIPATION AREA (Volume 4)

L.19.1 Element 1 - Past Performance

L.19.1.1 The offeror shall submit, for both the prime offeror and any significant major subcontractors, a description of all previous (a) Government contracts (all prime and significant major subcontracts), including Federal, State and Local Government and (b) Commercial private industry contracts, which were received or were in performance within the past three (3) years (18 months for non-Government Commercial Contracts) (from the date of this RFP), and which are in any way relevant to the effort required by this solicitation as defined below. "Significant" major subcontractors are defined as subcontracts whose total contributions is expected to exceed 10% of the work ultimately performed under the contract.

L.19.1.1.1 Recent Contracts: Recent contracts are those with any performance taking place approximately within the three years previous to the date this solicitation was issued.

L.19.1.1.2 Relevant Contracts: Relevant contracts are those which are similar in scope to the requirements of the Phase 1 (SD) and the Phase 2 (Production) solicitations. Each past contract for vehicles does not have to meet all of the criteria below to be considered relevant, but we will be interested especially in those vehicle contracts that included:

Phase I Similar technology Prototype development Design maturity	Phase II Supply support/Technical Assistance DA Technical Manuals New Equipment Training
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L.19.1.2 What to Submit on Your Relevant Past Contracts. For each of your recent relevant past contracts you should provide the following items of information:

L.19.1.2.1 Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation as it applies to the Phase 1 (SD), including how well the contract meets each of the relevancy criteria listed above in L.19.1.1.2.

L.19.1.2.2 Description of objectives achieved to date on the contract as it applies to the Phase 2 Production estimate described in Section L Price Area (Production Estimate) including how well the contract meets each of the relevancy criteria listed above in L.19.1.1.2.

L.19.1.2.3 For any contracts which do not meet original requirements with regard to either Cost, Schedule or Performance. Include an explanation of instances where technical or schedule requirements were not met, and any corrective actions taken to avoid such problems in the future. Provide a copy of any cure notices or show cause letters received on each contract. List each time the delivery schedule was revised and explain why the revision was necessary.

L.19.1.2.4 Past Performance Questionnaire: For the contracts submitted, the offeror shall send a copy of the past performance questionnaire (Section J, Attachment 007) directly to the appropriate Contracting Officer Representative (COR), PCO and relevant customers within Seven (7) days after receipt of the RFP. The offeror shall request the COR, PCO and Customer complete the questionnaire and forward it to the Government at the following address no later than ten (10) days before the solicitation closing date (see block #9 of RFP).

OUTSIDE ENVELOPE:      Commander  
                                  Tank-automotive and Armaments Command  
                                  6501 East 11 Mile Road  
                                  Exclusively for: Matt Franzen  
                                  AMSTA-LC-CJBB Mail Stop 326  
                                  Warren, MI. 48397-5000



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PAST PERFORMANCE SOURCE SELECTION INFORMATION

L.19.1.2.4.1 In addition, the offeror shall prepare and submit to the PCO (within seven (7) days of receipt of the RFP) a list of the references to which the past performance questionnaire was sent. The reference list shall contain the following information prepared in the following format:

- (1) Contract No./Delivery Order
- (2) Contract/Delivery Order Type
- (3) Program Title, including a brief (50 words or less) description of the work performed
- (4) P/S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor)
- (5) Contract dollar value at time of award, present time or completion time as appropriate
- (6) Percentage of the effort performed as a prime or subcontractor
- (7) Total number of man-hours worked as a prime or subcontractor
- (8) Key personnel
- (9) Point of Contact and Telephone Number, e-mail (PM/PCO/ACO/COR)
- (10) Date questionnaire sent to the Program Manager/COR/Customer

L.19.1.3 Corporate entities: If any contract listed in L.19.1.2 was performed by a corporate entity or division other than the corporate entity or division that would perform work under the instant RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in the terms of personal, facilities, or equipment, from those expected to perform this effort.

L.19.1.4 Key personnel: Offerors that are either (a) newly formed entities without prior contracts; or (b) who have limited or no recent relevant past performance, but have key personnel who will be playing a significant role in this contract performance and who have had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts with a previous employer, may submit this key personnel prior experience and the Government may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these key personnel, their role and responsibilities for their previous employer and their roles and responsibilities as planned for the current requirement. Also provide similar information to that identified in L.28.1.2 for those contracts that these key personnel were involved in with those previous employers.

L.19.1.5 Predecessor Companies: Likewise, if you or a significant subcontractor only have relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information identified in L.19.1.2.1 through L.19.1.2.5 for those relevant contracts of that predecessor company.

L.19.1.6 What to submit on your subcontractor's past contracts. If you propose to subcontract any effort to deliver the Technical Manuals, provide information listed in L.19.1.2 above about your subcontractor's past contracts. Include the written consent of your proposed subcontractor to allow the government to discuss the subcontractor's past performance during negotiations.

L.19.1.8 Information on Cancellations and Terminations. You shall identify any prime contracts, contracts under which you were a subcontractor, and any of your subcontractors' contracts, that were or are in the process of being cancelled or terminated, by the government or the prime contractor, in whole or in part, for any reason, during the recent three year time frame as defined above. You shall provide the information requested in paragraphs 2 and 3 above for any of these contracts. You shall also state in your proposal if there were no cancellations or terminations.

L.19.1.9 We may use data you provide and data we gather from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a higher risk rating to your proposal, or reject your proposal if it does not contain the information requested.

L.19.2 Element 2 - Small Business Participation: This provision applies to every offeror (U.S. and non-U.S.), regardless of size status or location of its manufacturing facility or headquarters.

L.19.2.1 All offerors, including offerors who are either (1) themselves U.S. small business concerns based on the NAICS code assigned to this requirement or (2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR

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19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned/service-disabled veteran-owned small businesses (VOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

L.19.2.1.1 If the prime offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), is itself a U.S. small business concern, the offeror's own participation, as a SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI, will also be considered small business participation for the purpose of this evaluation. In this event, the extent of prime offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

L.19.2.2 Small business concern participation, for the base year as well as for each option period/out-year (if any), shall be identified in a table format substantially as follows (note the numbers in this table are sample numbers):

BASE YEAR	Amount (all SubKs)*	Percentage of SB Participation
BUSINESS CATEGORY Dollar		
Total Subcontracting (LB+SB)	\$43.00M	100.00%
SB	\$10.00M	23.25% (\$10M of \$43M)
SDB	\$ 2.15M	5.00% (\$2.15M of \$43M)
WOSB	\$ 2.36M	5.50% (\$2.36M of \$43M)
VOSB	\$ 0.30M	0.69% (\$0.3M of \$43M)
HUBZone SB	\$ 1.00M	2.32% (\$1.0M of \$43M)
HBCU/MI	\$ 0.15M	0.35% (\$0.35M of \$43M)

\*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if the prime is a U.S. small business concern.

L.19.2.3 All offerors, regardless of size and whether the offeror is a U.S. or non-U.S. firm, are to provide (individually for each base year and for each option/out year (if any), the names of small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific components to be produced or services to be provided by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially as follows (note the numbers and the descriptions in this table are samples):

Base Year	Small Business Classification(s)	Description of Product/Service	Total Dollars
Name of Small Business Concern			
ABC Co.	SB	Wire	\$0.50M
ABC Co.	SB	Plating	\$0.75M
EFG Inc. (Prime Offeror)	SB, WOSB, VOSB	Circuit Cards	\$1.20M

L.19.2.4 As defined below, offerors shall also provide the following:

L.19.2.4.1 Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a Contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms that have never held a contract incorporating FAR 52.219-9 shall so state.

L.19.2.4.2 All offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) any firm who has previously performed a Contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract, over the past three years, which included FAR 52.219-8, the offeror shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) the internal procedures used to monitor small business participation during contract performance, and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

L.20 SF 33 and RFP Sections A-K (Volume 5) In this volume offerors will provide:

L.20.1 One copy of SF 33 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror. Include completed fill-ins of SF 33 blocks 12 through 18.

L.20.2 One copy of this solicitation (Sections A-K) with all fill-ins completed.

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L.20.3 RFP Section H, "Government Lease of Contractor Owned HMEE" with the offeror's proposed contract line item prices inserted in the appropriate spaces.

L.20.4 Small/Small Disadvantaged Business Subcontracting Plan. This does not apply to U.S. Small Business firms.

L.21.5 A list of any exceptions the offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception.

\*\*\* END OF NARRATIVE L 001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1 Selection of Successful Offeror(s): Based on the criteria set forth in Section M of this RFP, the Government intends to award up to three Phase 1 (SD) contracts. However, the Government reserves the right to award contracts (or not award contracts) based on the merit, risk and affordability of the proposals.

M.1.2 The evaluation will be conducted on the following four evaluation areas: Technical, Logistics, Past Performance and Small Business Participation and Price (See Section M provision M.7.2 for the relative order of importance of the evaluation criteria). The Government will weigh the evaluated proposal, in the non Price Areas, against the evaluated Price to the Government. As part of the source selection tradeoff determination, the relative risks, advantages and/or disadvantages of each proposal shall be considered in selecting the offer that represents the best overall value to the Government.

M.1.3 Affordability: Offerors should keep in mind that affordability is a major concern to the Government. The approach to this acquisition is based on, and limited by, appropriated and planned budgets for the HMEE program. The Government's approximate total funding for award of the HMEE Phase 1 (SD) contracts is \$6.8M. Given the Phase 1 (SD) basis for award, which states that the Government may award up to three (3) HMEE Phase 1 (SD) contracts, this \$6.8M may be shared by up to three contractors who are awarded Phase 1 (SD) contracts. It is the intent of the Government, going into the Phase 2 (Production) of the program, to foster competition by awarding multiple (up to three) Phase 1 (SD) contracts. However, circumstances may alter this intent where the evaluation findings support an alternate conclusion. Some possible scenarios are (but not limited to):

M.1.3.1 Sufficient funding is available for only one award.

M.1.3.2 The superiority of one proposal, to include an advantageous Technical approach, obviates the benefits of multiple awards.

M.1.3.3 Multiple awards, to two affordable proposals other than the most advantageous proposal(s), provide a better value for achieving overall program objectives.

M.2 Rejection of Proposals

The Government may reject any proposal which;

a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation; or

b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP's requirements due to submission of a proposal which is unrealistically high or low in Price and/or unrealistic in terms of technical or schedule commitments; or

c. Contains any unexplained significant inconsistency between the proposed effort and Price, which implies the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract, or

d. Fails to meaningfully respond to the Proposal. Preparation Instructions are specified in Section L of this solicitation.

M.3 Importance of the Price Area: The Price Area and non-Price Areas of each proposal will be evaluated. However, the closer the offerors' evaluations are in the non-Price Areas, the more significant the Area of Price becomes in the decision. Notwithstanding the fact that the Price Area is not the most important consideration, it may be controlling when:

M.3.1 two or more proposals are otherwise considered equal;

M.3.2 an otherwise superior proposal is unaffordable; or

M.3.3 the advantages of a higher rated, higher priced proposal are not considered to be worth the price premium

M.4 Proposal and Performance Risks: For the purpose of evaluation of proposals in response to this RFP, proposals shall be evaluated in terms of both proposal risk and performance risk as follows:

M.4.1 Proposal Risks: Proposal Risks are those risks associated with an offeror's proposed approach in meeting the Government Requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Technical Area, Logistics Area, Price Area, and a portion of Small Business Participation Element.

M.4.2 Performance Risks: Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offeror's record of past and current performance. The SSEB will assess performance risk in the Past Performance/Small Business Participation Area.

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M.5 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

M.5.1 The Government will award a contract in accordance with Section M.1, to the offeror(s) that:

M.5.1.1 submits a proposal that meets all the material requirements of this solicitation, and

M.5.1.2 meets all the responsibility criteria at FAR 9.104.

M.5.2 To make sure that you meet the responsibility criteria at FAR 9.104, the Government may:

M.5.2.1 arrange a visit to your plant and perform a necessary pre-award survey or

M.5.2.2 ask you to provide financial, technical, production, or managerial background information.

M.5.2.3 If you do not provide the Government with the data requested within 7 days from the date you receive the request, or if you refuse a Government visit to your facility, the Government may determine you non-responsible.

M.5.2.4 If the Government visits your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for the team to review.

M.6 Determination of Responsibility: Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the Government may assess the offeror's financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Government's requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$100,000 per performance period or if the subcontracted work is critical to the whole) to aid the Procuring Contracting Officer (PCO) in the evaluation of each offeror's proposal and ensure that a selected contractor is responsible. No award can be made to an offeror who has been determined to be not responsible by the PCO.

M.7 EVALUATION CRITERIA - GENERAL INFORMATION

M.7.1 Areas: Four areas will be considered in the Phase 1 (SD) evaluation:

- Technical
- Logistics
- Price
- Past Performance/Small Business Participation

All areas are further divided into elements.

M.7.2 Order of Importance: The Technical Area is the single most important area, and is approximately equal in importance to all other areas combined. Technical is significantly more important than Logistics, which is of equal importance to Price. Price is more important than Past Performance and Small Business Participation. Per FAR 15.304(e) the three non-price areas combined are significantly more important than the Price Area. The order of importance is depicted graphically in the Order of Importance Graphic (See Attachment 006).

M.8 EVALUATION OF TECHNICAL AREA (SEE L.16)

M.8.1 The offeror's technical approach will be assessed in each of the elements described below. The minimum performance level specified in the PD represents the government's minimum requirement and must be met. From the elements described below, Element 1 is significantly more important than Element 2. Elements 2 and 3 are of approximately equal importance.

M.8.1.1 Element 1 - System Maturity: The offeror's approach will be assessed, and a risk level will be assigned, indicating the Government's subjective evaluation of the probability that, based upon the demonstrated system maturity of the proposed HMEE vehicle system, the offeror's HMEE will successfully meet the delivery and PD requirements of the contract, including any proposed performance above the threshold level.

A proposed HMEE system which is (a) based on an existing configuration with few or no design changes and (b) has been credibly demonstrated to achieve PD capability on an integrated system level basis, will generally be considered very low risk.

A proposed HMEE system that is either:

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- (a) an assemblage of components which have not previously been integrated and for which little or no HMEE system level test/performance data exists, or
- (b) based on a proven integrated system design but changes to the baseline design invalidate, in whole or in part, the credibility of existing test/performance data of the integrated system;

will be assessed as having progressively higher system maturity risk.

M.8.1.2 Element 2 - Performance: The offeror's approach will be assessed, and a risk level will be assigned indicating the Government's subjective evaluation of the probability that the offered item will not meet the performance requirements of the PD. The assessment will further consider the extent to which the offeror proposes to credibly achieve "Desired" characteristics as described in M.8.2. Of the Performance characteristics, characteristics (a) and (b) are of approximately equal importance and more important than characteristics (c) and (d). Characteristics (c) and (d), which are of approximately equal importance, are more important than (e), (f) and (g), which are of approximately equal importance. Proven performance with supporting data is more credible and reflective of lower risk than promised performance on untested systems.

M.8.1.3 Element 3 - Transportability: The offeror's approach will be assessed, and a risk level will be assigned indicating the Government's subjective evaluation of the probability that the offered item will not meet the transportability requirements of the PD. The assessment will further consider the extent to which the offeror proposes to credibly achieve "Desired" characteristics as described in M.8.2 below. Of the Transportability characteristics, characteristic (h) is significantly more important than (i). Proven performance with supporting data is more credible and reflective of lower risk than promised performance on untested systems.

M.8.2 Evaluation of Desired Characteristics: Under Technical Area above, the Government will also evaluate the extent to which the offeror credibly proposes to achieve Desired characteristics. The desired characteristic evaluations will be reflected in the rating for the element under which the desired characteristic falls.

M.8.2.1 For the following desired characteristics, credit may be given for proposed performance above the minimum stated performance requirement level up to the desired level of performance. For proposed performance between the required level of performance and the desired level of performance, a proportional credit may be given to the extent that it benefits the Government. Any credit for desired characteristics will be reflected in the rating of the element under which the desired characteristic falls. No credit will be given for exceeding the desired performance listed in the chart below, (or the required performance where no desired is specified) except to the extent that performance beyond the Desired level reduces the risk of achieving the Desired performance level. For example, if an offeror proposes to achieve a speed of 75 mph, he will be evaluated only on the desired level of 65 mph. However, a proposal, which credibly offers to achieve 75 mph, will reduce the risk of achieving the Desired 65 mph performance level, which could result in a lower risk rating for the particular element under which the characteristic falls.

<u>Element</u>	<u>Characteristic</u>	<u>Required</u>	<u>Desired</u>
(a) Performance	Off-road PD para 3.3.2.3	25 mph	40 mph
(b) Performance	On-road PD para 3.3.2.3	40 mph	65 mph
(c) Performance	Precision Excavation PD para 3.2.4.2.1 & 3.3.5.3	0.25 CY	0.5 CY
(d) Performance	Material per Load PD para 3.2.4.1.1 & 3.3.5.1	1 CY	2.5 CY
(e) Performance	Forklift Capability PD para 3.2.4.1.2 & 3.3.5.2	4,000 lbs.	6,000 lbs.
(f) Performance	Auger, Bit Diameter PD para 3.2.4.2.3 & 3.3.5.5	12" and 24"	36"
(g) Performance	Hose Reel, Length PD para 3.2.4.3.6	50 ft	100 ft
(h) Transportability	Preparation for Air Fixed wing Disassembly/Assembly PD para 3.4.3	60 min	No Prep

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(i) Transportability	Preparation for Air CH47 Disassembly PD para 3.4.3	30 min	15 min
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M.8.2.2 Risk The government will assess the risk of the offeror not being able to meet the desired characteristic he has proposed. This, along with the extent to which the characteristic is proposed, will be reflected in the risk rating for the element under which the characteristic falls.

M.8.2.3 If an offeror is awarded a contract, all of his proposed desired characteristics will be incorporated into the contract to the extent they were given evaluation credit.

**M.9 EVALUATION OF LOGISTICS AREA (SEE L.17)**

M.9.1 The offeror's logistics approach will be assessed in each of the elements described below. From the elements described below, Element 1 is more important than Element 2.

M.9.1.1 Element 1 - Global Support: There are two factors under the Global Support element: Parts Support Factor and Technical Service Support Factor, which are approximately equal in importance.

M.9.1.1.1 Factor 1 - Parts Support: The Government will evaluate the offeror's proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the offeror to credibly provide global repair parts availability for HMEE parts which satisfies the schedule requirements of Section J, Attachment 005. A parts support capability which currently exists, and is successfully operating, will generally be considered a superior solution. Proposed solutions that require greater or more extensive changes/additions to the offeror's existing part support system may be considered as having progressively higher risk of credibly providing the required global parts support.

M.9.1.1.2 Factor 2 - Technical Service Support: The Government will evaluate the offeror's proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the offeror to credibly provide real time global technical service support for the HMEE. A technical service network consisting of "selling and servicing" dealerships that employ technical service representatives who are certified by the HMEE manufacturer and are immediately available to assist Army units at the locations listed in L.17.1.1.1, for real time service support, will generally be considered a superior solution. Progressively higher risk of providing real time global technical service support may be assigned to offerors having either no, or few, "servicing and selling" dealerships which offer technical service representatives (certified by the HMEE system manufacturer) on a real time service support basis.

M.9.2 Element 2 - Diagnostics/Prognostics: The Government will assess the offeror's proposal and prepare a narrative risk assessment based on the probability that the offeror's system and subsystem diagnostic/prognostic features will minimize the maintenance burden on the Army units. A current or proposed HMEE system offering completely embedded diagnostic/prognostic capability is reflective of a system that minimizes the maintenance burden on the Army units will generally be considered a superior solution. Those systems offering less than completely embedded diagnostic/prognostic capability will generally be considered to impose a progressively higher maintenance burden on the Army.

**M.10 EVALUATION OF PRICE (SEE L.18)**

Each offeror's price and production estimate will be assessed in each of the elements below. Of the two elements below, Element 1 is more important than Element 2. In addition to the assessments of realism, affordability and reasonableness described under M.10.1 and M.10.2 below, the Source Selection Authority will further compare the Element 1 Contract Price and Element 2 Production Price Estimates, among offerors, in determining which offer(s) are most advantageous.

**M.10.1 Element 1- Contract Price**

M.10.1.1 The total evaluated price of each offeror's proposal shall be the sum of the offeror's proposed prices (CLINs 0001 through 0012) for the Phase 1 (SD) Vehicle and specified attachments and kits (i.e. Forklift, auger etc.) (Lease Prices for Months 1-7, Lease Prices for Option Months 8, 9,10,11,12 and 13), Data Items, Contractor Support Services, and option prices for Contractor Support.

M.10.1.2 Areas of Consideration: The offeror's proposed prices shall be evaluated based upon the considerations of affordability and reasonableness.

M.10.1.2.1 Affordability: Consideration of affordability may be controlling in circumstances where two or more proposals are otherwise adjudged equal, or when the superior proposal is at a price that the government cannot afford. (See M.1.3) Additionally, price may be controlling where the non-price advantages of a particular proposal are not considered worthy of the additional price involved.

M.10.1.2.2 Reasonableness: Reasonableness means that the cost (plus consideration for fair profit) does not exceed that which would be incurred by a prudent person in the conduct of competitive business. This may be evaluated by various means, such as consistency between the price and the offeror's technical and production approaches, historical data and experience available from Government

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sources, comparison of the proposed prices, and information provided in the offeror's Price Volume.

M.10.2 Element 2 - Production Estimate: The offeror's proposed Production estimate will be evaluated for realism, and a most probable price to the Government will be developed reflecting the Government's assessment of the most probable price for the offeror's proposed effort to meet Phase 2 requirements as outlined in L.18.2. The most probable price, as evaluated by the Government, may differ from the offeror's proposed Production Estimate. This most probable price will also be evaluated for reasonableness and affordability. The most probable price evaluation will include an assessment of the realism of the offeror's proposed approach to providing for Phase 2 manufacturing facilities and equipment. Affordability will be evaluated relative to the Government Estimate detailed in M.10.1.1.

The Government assessed most probable price shall be used by the Government in the trade-off evaluation and in the assessment of reasonableness and affordability. Offerors are advised that an offer assessed as reasonable and realistic may not be affordable.

M.10.2.1 Considerations: The Government will consider the following in determining affordability, reasonableness and realism.

M.10.2.1.1 Government Estimate: The Government's estimated average vehicle unit price is \$160,000 based on awarding 750 vehicles to be delivered in six years on a five year firm fixed price requirements contract with two (2) option years from 2005 through 2011 for Phase 2 (Production).

M.10.2.1.2 Reasonableness: Reasonableness is interpreted to mean that the price (to include consideration for fair profit) does not exceed that which would be incurred by a prudent person in the conduct of competitive business. This may be evaluated by various means, such as historical data and experience available from Government sources, comparison of the proposed prices, and information provided in the offeror's Production Estimate Volume.

M.10.2.1.3 Realism: Realism is interpreted to mean that the prices in an offeror's proposal are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the offeror's technical proposal.

**M.11 EVALUATION OF PAST PERFORMANCE and SMALL BUSINESS PARTICIPATION AREA (SEE L.19)**

We will conduct a past performance evaluation to assess performance risks which are defined as those risks associated with your likelihood of success in performing the solicitation's requirements. This area has two elements. Element 1 is significantly more important than Element 2.

**M.11.1 Element 1 - Past Performance**

M.11.1 Element 1 - Past Performance: The assessment of Past Performance will be based on the offeror's and significant subcontractor's current and past record of contract performance, of contracts performed within the last 3 years (18 months for non-Government Commercial Contracts), as it relates to the probability that the offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the offerors and major subcontractors' record of performance as related to program requirements including:

M.11.1.1 Considerations: We will consider the record of the following for both hardware and data:

- a) Technical (quality of product): Conformance to specifications and standards of good workmanship
- b) Schedule: Adherence to delivery schedules
- c) Reasonableness, cooperative behavior, and commitment to customer satisfaction.

M.11.1.2 Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating, which reflects elevated performance risk. Therefore, offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

M.11.1.3 In evaluating each offeror's performance history, the Government will look at the offeror's delivery performance, and that of any significant subcontractors, against the contract's original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the offeror, or a proposed Subcontractor's fault, even if consideration was provided, will be counted against the offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

M.11.1.4 Additionally, the offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.

**M.11.2 Element 2 - Small Business Participation**



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M.11.2.1 The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, HUBZone SBs and/or HBCU/Mis) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

M.11.2.2 The evaluation will include the following:

M.11.2.2.1 The extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern):

M.11.2.2.2 The complexity of the items/services to be furnished by U.S. small business concerns;

M.11.2.2.3 An assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8/9 (as applicable to the offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offeror proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9; and

M.11.2.3 Offerors are advised that they will be evaluated, under the Small Business Participation Area, based upon the risk, and extent, of the offeror credibly achieving the Government's goals for U.S. small business concern participation. Goals include (1) U.S. small business concern participation of 23% or more, (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items/services of extreme complexity.

\*\*\* END OF NARRATIVE M 001 \*\*\*